

# UK-Shrewsbury: Miscellaneous repair and maintenance services.

UK-Shrewsbury: Miscellaneous repair and maintenance services.

Section I: Contracting Authority

I.1) Name and addresses

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

NUTS Code: UKG22

I.2) Joint procurement

The contract involves joint procurement: No.

In the case of joint procurement involving different countries, state applicable national procurement law: Not provided

The contract is awarded by a central purchasing body: No.

I.3) Communication

The procurement documents are available for unrestricted and full direct access, free of charge, at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-repair-and-maintenance-services./WRUUGWMP86>

Additional information can be obtained from: the abovementioned address

Tenders or requests to participate must be sent electronically via <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-repair-and-maintenance-services./WRUUGWMP86> to the abovementioned address

Electronic communication requires the use of tools and devices that are not generally available. Unrestricted and full direct access to these tools and devices is possible, free of charge, at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-repair-and-maintenance-services./WRUUGWMP86>

I.4) Type of the contracting authority

Regional or local authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title: RMCB 054 - Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Air Handling Units and Ventilating Plant

Reference Number: RMCB 054

II.1.2) Main CPV Code:

50800000 - Miscellaneous repair and maintenance services.

II.1.3) Type of contract: SERVICES

II.1.4) Short description: The Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Air Handling Units and Ventilating Plant. The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency callouts, spares and specified replacement parts.

The initial term of the Contract will run from 1st April 2025 to 31st March 2028. Following this period, the contract may be extended by an additional two years (until 31st March

2030), contingent on satisfactory performance during the initial term and mutual agreement on both terms and costs for the extension.

II.1.5) Estimated total value:

Value excluding VAT: 382,000

Currency: GBP

II.1.6) Information about lots:

This contract is divided into lots: No

## II.2) Description

II.2.2) Additional CPV codes:

Not Provided

II.2.3) Place of performance:

UKG22 Shropshire CC

II.2.4) Description of procurement: The execution of the works undertaken by the Contractor under this Contract shall enable the Client to discharge their responsibilities under the F-Gas regulations and those of The Energy Performance of Buildings Directive (EPBD) in relation to the undertaking of TM44 inspections.

The Contractor shall act as the person in “Control” of the systems as defined DCLG Improving the Energy Efficiency of Our Buildings document, and as such, shall be responsible for facilitating the TM44 inspection process for all relevant properties / installations at an appropriate level as required by the regulations.

The Contract also consists of carrying out the planned preventative maintenance of air-conditioning, refrigeration and ventilating plant installed on Council controlled premises, to ensure that they are maintained in a safe condition so as to prevent risk of injury to any person or damage to any property, to ensure optimum system efficiency, and to extend the working system life.

The major components comprising the air-conditioning, refrigeration and ventilating systems to be maintained are: unitary water and air cooled AC units; packaged air to air, air to water and water to water AC and heat-pump units; AC and ventilating air handling units; packaged chillers; closed cooling towers; control panels; compressors; condensers; diffusers; dry coolers; evaporators; fans; filters; grilles; heat exchangers; heating & cooling coils; heat recovery ventilating units; humidifiers; motors; pumps; pipework systems; sensors; switching systems; terminal units; valves and water treatment units.

The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency callouts, spares and specified replacement parts.

The initial term of the Contract will run from 1st April 2025 to 31st March 2028. Following this period, the contract may be extended by an additional two years (until 31st March 2030), contingent on satisfactory performance during the initial term and mutual agreement on both terms and costs for the extension.

Prices submitted will cover the period from 1 April 2025 to 31 March 2026. Subsequently, the contractor may propose an annual cost adjustment to the tendered rates for the next 12-month period, capped at the Consumer Price Index (CPI) percentage change from January

to December of the previous year as listed on the ONS website under the “CPI All Item: percentage change of 12 months data series.” This adjustment is subject to Council approval. Nonetheless, the Council retains the right to negotiate with the Contractor on any proposed rate increases if deemed unjustified.

II.2.5) Award criteria:

Price is not the only award criterion and all criteria are stated only in the procurement documents

II.2.6) Estimated value:

Value excluding VAT: 382,000

Currency: GBP

II.2.7) Duration of the contract, framework agreement or dynamic purchasing system:

Start: 01/04/2025 / End: 31/03/2030

This contract is subject to renewal: Yes

Description of renewals: The initial term of the Contract will run from 1st April 2025 to 31st March 2028. Following this period, the contract may be extended by an additional two years (until 31st March 2030), contingent on satisfactory performance during the initial term and mutual agreement on both terms and costs for the extension.

II.2.10) Information about variants:

Variants will be accepted: No

II.2.11) Information about options:

Options: No

Description of options: Not provided

II.2.12) Information about electronic catalogues:

Tenders must be presented in the form of electronic catalogues or include an electronic catalogue: No

II.2.13) Information about European Union funds:

The procurement is related to a project and/or programme financed by European Union funds: No

Identification of the project: Not provided

II.2.14) Additional information: To respond to this opportunity please click here:

<https://www.delta-esourcing.com/respond/WRUUGWMP86>

### Section III: Legal, Economic, Financial And Technical Information

#### III.1) Conditions for participation

III.1.1) Suitability to pursue the professional activity, including requirements relating to enrolment on professional or trade registers

List and brief description of conditions:

See tender documentation.

#### III.1.2) Economic and financial standing

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation.

#### III.1.3) Technical and professional ability

List and brief description of selection criteria:

See tender documentation.

Minimum level(s) of standards possibly required (if applicable) :

See tender documentation.

#### III.1.5) Information about reserved contracts (if applicable)

The contract is reserved to sheltered workshops and economic operators aiming at the social and professional integration of disabled or disadvantaged persons: No

The execution of the contract is restricted to the framework of sheltered employment programmes: No

### III.2) Conditions related to the contract

#### III.2.1) Information about a particular profession

Execution of the service is reserved to a particular profession

Reference to the relevant law, regulation or administrative provision:

See tender documentation.

#### III.2.2) Contract performance conditions

See tender documentation.

#### III.2.3) Information about staff responsible for the performance of the contract

Obligation to indicate the names and professional qualifications of the staff assigned to performing the contract: Yes

## Section IV: Procedure

### IV.1) Description OPEN

#### IV.1.1) Type of procedure: Open

#### IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement - NO

In the case of framework agreements justification for any duration exceeding 4 years:  
Not Provided

#### IV.1.6) Information about electronic auction:

An electronic auction will be used: No

Additional information about electronic auction: Not provided

#### IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

### IV.2) Administrative information

#### IV.2.1) Previous publication concerning this procedure:

Notice number in the OJ S: Not provided

#### IV.2.2) Time limit for receipt of tenders or requests to participate

Date: 03/01/2025 Time: 12:00

IV.2.4) Languages in which tenders or requests to participate may be submitted:  
English,

#### IV.2.6) Minimum time frame during which the tenderer must maintain the tender:

Duration in month(s): 3

#### IV.2.7) Conditions for opening of tenders:

Date: 03/01/2025

Time: 12:00

Place:

Shrewsbury

## Section VI: Complementary Information

### VI.1) Information about recurrence

This is a recurrent procurement: Yes

Estimated timing for further notices to be published: 5 years

VI.2) Information about electronic workflows

Electronic ordering will be used No

Electronic invoicing will be accepted No

Electronic payment will be used No

VI.3) Additional Information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement.

Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

For more information about this opportunity, please visit the Delta eSourcing portal at: <https://www.delta-esourcing.com/tenders/UK-UK-Shrewsbury:-Miscellaneous-repair-and-maintenance-services./WRUUGWMP86>

To respond to this opportunity, please click here:

<https://www.delta-esourcing.com/respond/WRUUGWMP86>

VI.4) Procedures for review

VI.4.1) Review body:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

VI.4.2) Body responsible for mediation procedures:  
Not provided

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures:

Not Provided

VI.4.4) Service from which information about the lodging of appeals may be obtained:

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

VI.5) Date Of Dispatch Of This Notice: 04/12/2024

Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 4<sup>th</sup> December 2024

My Ref: RMCB 054

Your Ref: RMCB 054

Dear Bidder

**RMCB 054 - Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Air Handling Units and Ventilating Plant**

**SHROPSHIRE COUNCIL**

You have been invited to tender for the above requirement. With this letter please find copies of the following documents:

- Instructions to Tenderers
- Tender Response Document
- Draft Form of Agreement
- Schedule 1 – Specification
- Schedule 2 - Schedule of Properties
- Appendix A(a) – Servicing Schedule Air-Air Split Systems
- Appendix A(b) – Servicing Schedule Packed Heat Pump – Heating
- Appendix A(c) – Servicing Schedule Packaged Chiller Unit
- Appendix A(d) - Servicing Schedule Cold Rooms
- Appendix A(e) - Servicing Schedule Humidifiers
- Appendix A(f) - Servicing Schedule Dehumidifiers
- Appendix A(g) - Servicing Schedule F-Gas Tests
- Appendix A(h) - Servicing Schedule TM44
- Appendix A(i) - Servicing Schedule Air Handling Units
- Appendix A(j) - Servicing Schedule Terminal Units - Fan Coils
- Appendix A(k) - Servicing Schedule Heat Recovery Units
- Appendix A(l) - Servicing Schedule Ducted Extract Fans
- Appendix A(m) - Servicing Schedule Electrical Equipment
- Appendix B – Staff Experience Forms
- Appendix E – Plant Data Gathering
- Appendix F – F- Gas Leak Detection
- Appendix G – F- Gas Additions



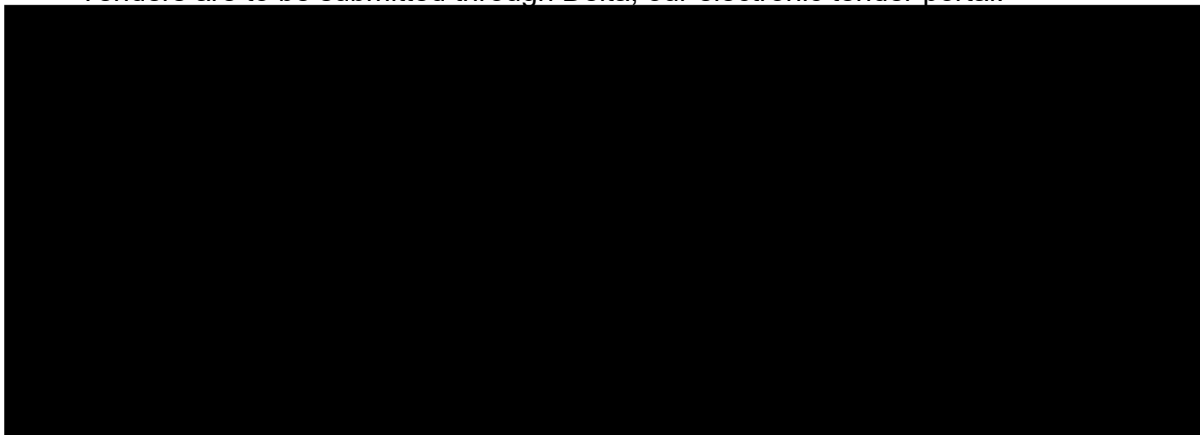
Tenders should be made on the enclosed Tender Response Document. Your Tender must be completed, signed and returned along with a signed copy of the instructions for tendering through our Delta Tenderbox.

Please pay particular attention to the points below concerning the returning of tenders.

### Returning of Tenders

The deadline for returning tenders is **noon on 3<sup>rd</sup> January 2025** any tenders received after this time will not be accepted.

Tenders are to be submitted through Delta, our electronic tender portal.



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### Freedom of Information

Under the provisions of the Freedom of Information Act 2000 from 1 January 2005, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. Information about your organisation, which Shropshire Council may receive from you may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

Therefore if you provide any information to Shropshire Council in the expectation that it will be held in confidence, you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.

### Other Details

Please note that if supplementary questions are raised by any tenderer prior to the closing of tenders and Shropshire Council decides that the answers help to explain or clarify the information given in the Tender Documents, then both the questions and the answers will be circulated to all enterprises invited to submit a tender. Please raise all clarification questions before the deadline of **20<sup>th</sup> December 2024**.

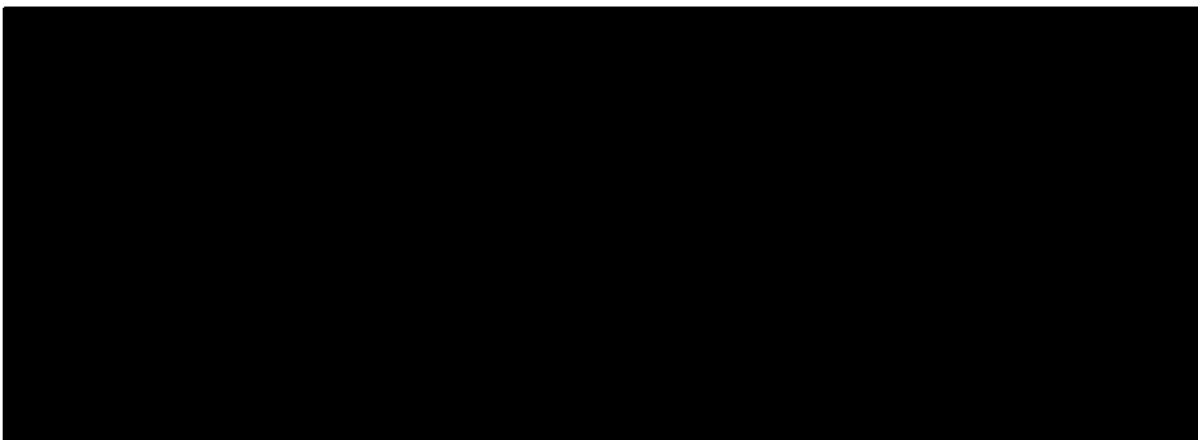
Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.



Please also note that Shropshire Council is committed to achieving Social Value outcomes through maximising the social, economic and/or environmental impact of all its procurement activity. Specific requirements for this contract are set out within the Tender Response Document and in addition for your further information the council's Social Value Framework guidance can be found at [www.shropshire.gov.uk/doing-business-with-shropshire-council](http://www.shropshire.gov.uk/doing-business-with-shropshire-council).

If you have any queries relating to this invitation to tender, please contact us through the Delta e-tendering portal.

Yours faithfully







## **INSTRUCTIONS FOR TENDERING**

**RMCB 054  
MAINTENANCE OF AIR  
CONDITIONING, REFRIGERATION,  
HEAT PUMPS, CHILLERS, AIR  
HANDLING UNITS & VENTILATING**

## Shropshire Council Instructions for tendering

### **Contract Description/Specification:**

The execution of the works undertaken by the Contractor under this Contract shall enable the Client to discharge their responsibilities under the F-Gas regulations and those of The Energy Performance of Buildings Directive (EPBD) in relation to the undertaking of TM44 inspections.

The Contractor shall act as the person in “Control” of the systems as defined DCLG Improving the Energy Efficiency of Our Buildings document, and as such, shall be responsible for facilitating the TM44 inspection process for all relevant properties / installations at an appropriate level as required by the regulations.

The Contract also consists of carrying out the planned preventative maintenance of air-conditioning, refrigeration and ventilating plant installed on Council controlled premises, to ensure that they are maintained in a safe condition so as to prevent risk of injury to any person or damage to any property, to ensure optimum system efficiency, and to extend the working system life.

The major components comprising the air-conditioning, refrigeration and ventilating systems to be maintained are: unitary water and air cooled AC units; packaged air to air, air to water and water to water AC and heat-pump units; AC and ventilating air handling units; packaged chillers; closed cooling towers; control panels; compressors; condensers; diffusers; dry coolers; evaporators; fans; filters; grilles; heat exchangers; heating & cooling coils; heat recovery ventilating units; humidifiers; motors; pumps; pipework systems; sensors; switching systems; terminal units; valves and water treatment units.

The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency callouts, spares and specified replacement parts.

The initial term of the Contract will run from 1st April 2025 to 31st March 2028. Following this period, the contract may be extended by an additional two years (until 31st March 2030), contingent on satisfactory performance during the initial term and mutual agreement on both terms and costs for the extension.

Prices submitted will cover the period from 1 April 2025 to 31 March 2026. Subsequently, the contractor may propose an annual cost adjustment to the tendered rates for the next 12-month period, capped at the Consumer Price Index (CPI) percentage change from January to December of the previous year as listed on the ONS website under the “CPI All Item: percentage change of 12 months data series.” This adjustment is subject to Council approval. Nonetheless, the Council retains the right to negotiate with the Contractor on any proposed rate increases if deemed unjustified.

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## **1.0 Invitation to Tender**

- 1.1** You are invited to tender for the Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Chillers, Air Handling Units and Ventilating as detailed in the Tender Response Document. The contract will be for an initial period of 3 years commencing on the 1<sup>st</sup> April 2025 with the option to extend for a further period of up to 2 years.
- 1.2** Tenders are to be submitted in accordance with the draft contract of Shropshire Council, and the instructions outlined within this document.
- 1.3** Tenders must be submitted in accordance with the following instructions. Tenders not complying in any particular way may be rejected by Shropshire Council (the Council) whose decision in the matter shall be final. Persons proposing to submit a Tender are advised to read the Invitation to Tender documentation carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.
- 1.4** The Invitation to Tender documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Invitation to tender document other than on an “in confidence” basis to those who have a legitimate need to know or who they need to consult for the purpose of preparing the tender as further detailed in these Instructions for Tendering.
- 1.5** Tenderers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium without the prior consent of the Council.
- 1.6** The fact that a Tenderer has been invited to submit a tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the pre-tender questionnaire submitted. The Council makes no representations regarding the Tenderer’s financial stability, technical competence or ability in any way to carry out the required services. The right to return to any matter raised in any pre-tender questionnaire submitted as part of the formal tender evaluation is hereby reserved by the Council.
- 1.7** The Invitation to Tender is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a tenderer to submit a tender or enter into a Contract or any other contractual agreement.
- 1.8** Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council’s involvement.

## **2.0 Terms and Conditions**

- 2.1** Every Tender received by the Council shall be deemed to have been made subject to the draft contract and these Instructions for Tendering unless the Council shall previously have expressly agreed in writing to the contrary.
- 2.2** The Tenderer is advised that in the event of their Tender being accepted by the Council, they will be required to undertake the required services.

### **3.0 Preparation of Tenders**

#### **3.1 Completing the Tender Response Document**

**3.1.1** Tenders should be submitted using the 'Tender Response Document' following the instructions given at the front of the document. The Tenderer's attention is specifically drawn to the date and time for receipt of Tenders and that no submission received after the closing time will be considered.

**3.1.2** All documents requiring a signature must be signed;

- a) Where the Tenderer is an individual, by that individual;
- b) Where the Tenderer is a partnership, by two duly authorised partners;
- c) Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.

**3.1.3** The Invitation to Tender Documents are and shall remain the property and copyright of the Council

#### **3.2 Tender Preparation and Costs**

**3.2.1** It shall be the responsibility of Tenderers to obtain for themselves at their own expense all information necessary for the preparation of their Tender. No claim arising out of want of knowledge will be accepted. Any information supplied by the Council (whether in the Tender Documentation or otherwise) is supplied only for general guidance in the preparation of tenders.

**3.2.2** Any Tenderer considering making the decision to enter into a contractual relationship with the Council must make an independent assessment of the Tender opportunity after making such investigation and taking such professional advice as it deems necessary.

**3.2.3** Tenderers will be deemed for all purposes connected with their Tender submission where appropriate to have visited and inspected the Council, its assets, all the locations in respect of the delivery of the services/supplies/works and to have satisfied themselves sufficiently as to the nature, extent and character of the services supplies/works sought, and the human resources, materials, software, equipment, machinery, and other liabilities and other matters which will be required to perform the contract.

**3.2.4** The Council will not be liable for any costs incurred by Tenderers in the preparation or presentation of their tenders.

**3.2.5** Tenderers are required to complete all pricing schedules in the Invitation to tender documents. The terms "Nil" and "included" are not to be used but a zero or figures must be inserted against each item. Unit rates and prices must be quoted in pounds sterling and whole new pence.

**3.2.6** It shall be the Tenderer's responsibility to ensure that all calculations and prices in the Tender documentation are correct at the time of submission.

**3.2.7** The Tenderer is deemed to have made him/herself acquainted with the Council's requirements and tender accordingly. Should the Tenderer be in any doubt regarding the true meaning and intent of any element of the specification he is invited

to have these fully resolved before submitting his Tender. No extras will be allowed for any loss or expense involved through any misunderstanding arising from his/her failure to comply with this requirement.

**3.2.8** Any Tender error or discrepancy identified by the Council may be drawn to the attention of the Tenderer who will be given the opportunity to correct, confirm or withdraw the Tender.

**3.2.9** The Tender Documents must be treated as private and confidential. Tenderers should not disclose the fact that they have been invited to tender or release details of the Tender document other than on an In Confidence basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the Tender.

### **3.3 Parent Company Guarantee**

It is a condition of contract that if the tendering company is a subsidiary then its Ultimate Group/Holding Company must guarantee the performance of this contract and provide a letter to that effect signed by a duly authorised signatory of the Ultimate Group/Holding Company if requested to do so by the Council. Where the direct parent company cannot provide an adequate guarantee in the opinion of the Council, the Council will look to another group or associate company, with adequate assets, to be the guarantor. In cases where the contract is with a Joint Venture Company (JVC) or a Special Purpose Vehicle (SPV) company, which may have two or more parent companies and which may not be adequately capitalised or have sufficient financial strength on its own to support the risk and obligations it has under the contract, 'joint and several' guarantees / indemnities from the parent companies of the JVC or SPV may be sought.

### **3.4 Warranty**

The Tenderer warrants that all the information given in their Tender and if applicable their Request to Participate Questionnaire is true and accurate. The information provided will be deemed to form part of any contract formed under this contract.

The Tenderer warrants that none of their current Directors have been involved in liquidation or receivership or have any criminal convictions

### **4.0 Tender Submission**

**4.1** Tenders must be submitted strictly in accordance with the letter of instruction accompanying this Invitation to Tender. Tenders must be submitted by the deadline of **noon, 3<sup>rd</sup> January 2025**.

**4.2** No unauthorised alteration or addition should be made to the Specification and Tender Response Document, or to any other component of the Tender document. If any such alteration is made, or if these instructions are not fully complied with, the Tender may be rejected.

**4.3** Qualified tenders may be submitted, but the Council reserves the right not to accept any such tender. The Council's decision on whether or not a Tender is acceptable will be final.

**4.4** Tenderers should note that their Tender must remain open and valid and capable of acceptance for a period of at least 90 days.

- 4.5** Tenderers should note that Tenders and supporting documents must be written in English and that any subsequent contract, which may or may not be entered into, its formation, interpretation and performance, shall be subject to and in accordance with the laws of England and subject to the jurisdiction of the Courts of England and Wales.
- 4.6** Where Tender submissions are incomplete the Council reserves the right not to accept them.
- 5.0** **Variant Bids**
- 5.1** The Council is interested in alternative solutions which would provide and develop opportunities for savings in service costs, service improvement or other financial benefits. In particular, the Council wishes to encourage solutions which also deliver benefits and added value to the local economy, residents and the business community.
- 5.2** Tenderers may submit, at their discretion, a Tender offering a different approach to the project as a “Variant Bid”. However, to permit comparability, at least one bid must be submitted strictly in accordance with the Invitation to Tender Documents( the “Compliant Tender”) . Any Tender variant proposed must clearly state how it varies from the requirements of the Compliant Tender Documents, and be explicit in demonstrating the benefits that will accrue to the Council from adopting this approach. Tenderers will be required to identify which submission, in their view, demonstrates best value to the Council.
- 5.3** Variant Bids must contain sufficient financial and operational detail to allow any Variant Bid to be compared with the standard Tender, permitting its considerations in written form.
- 6.0** **Tender Evaluation**
- 6.1** The Tenderers may be called for interview to seek clarification of their tender or additional or supplemental information in relation to their tender. The presentations will not carry any weighting to the final score achieved by Tenderers, but will be used to clarify and moderate issues raised in the Tenderer’s submissions. Any areas of discrepancy between submissions and information gained from the presentations will be reviewed and scores previously awarded will be amended if necessary.
- 6.2** If the Council suspects that there has been an error in the pricing of a Tender, the Council reserves the right to seek such clarification, as it considers necessary from the Tenderer in question.
- 7.0** **Clarifications**
- 7.1** Tenderers are responsible for clarifying any aspects of the tendering process and/or the Invitation to Tender documents in the manner described below.
- 7.2** If you are unsure of any section and require further clarification, please contact via our Delta Tenderbox.
- 7.3** Where appropriate, the Authorised Officer named above may direct the Tenderer to other officers to deal with the matter.

**7.4** All queries should be raised as soon as possible (in writing), in any event not later than **20<sup>th</sup> December 2024**.

**7.5** All information or responses that clarify or enhance the tendering process will be supplied to all Tenderers on a uniform basis (unless expressly stated otherwise). These responses shall have the full force of this Instruction and where appropriate the Conditions of Contract. If a Tenderer wishes the Council to treat a question as confidential this must be expressly stated. The Council will consider such requests and will seek to act fairly between the Tenderers, whilst meeting its public law and procurement duties in making its decision.

**7.6** Except as directed in writing by the Authorised Officer, and confirmed in writing to a Tenderer, no agent or officer or elected Member (Councillor) of the Council has any express or implied authority to make any representation or give any explanation to Tenderers as to the meaning of any of the Tender Documents, or as to anything to be done or not to be done by a Tenderer or to give any warranties additional to those (if any) contained in the ITT or as to any other matter or thing so as to bind the Council in any way howsoever.

## **8.0 Continuation of the Procurement Process**

**8.1** The Council shall not be committed to any course of action as a result of:

- i) issuing this Invitation to Tender;
- ii) communicating with a Tenderer, a Tenderer's representative or agent in respect of this procurement exercise;
- iii) any other communication between the Council (whether directly or through its agents or representatives) and any other party.

**8.2** The Council reserves the right at its absolute discretion to amend, add to or withdraw all, or any part of this Invitation to Tender at any time during the tendering stage of this procurement exercise.

**8.3** At any time before the deadline for receipt of tender returns the Council may modify the Invitation to Tender by amendment. Any such amendment shall be numbered and dated and issued by the Council to all participating tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing its Tender return, the Council may in its sole discretion, extend the deadline for submission of the tender returns. The Council reserves the right to amend, withdraw, terminate or suspend all or any part of this procurement process at any time at its sole discretion.

## **9.0 Confidentiality**

**9.1** All information supplied by the Council in connection with or in these Tender Documents shall be regarded as confidential to the Council unless the information is already within the public domain or subject to the provisions of the Freedom of Information Act 2000.

**9.2** The Contract documents and publications are and shall remain the property of the Council and must be returned upon demand.



**9.3** Tenderers shall ensure that each and every sub-contractor, consortium member and/or professional advisor to whom it discloses these papers complies with the terms and conditions of this ITT.

**9.4** The contents of this Invitation to Tender are being made available by the Council on condition that:

**9.4.1** Tenderers shall at all times treat the contents of the Invitation to tender and any related documents as confidential, save in so far as they are already in the public domain and Tenderers shall not, subject to the provisions relating to professional advisors, sub-contractors or other persons detailed below, disclose, copy, reproduce, distribute or pass any of the contents of the Invitation to tender to any other person at any time or allow any of these things to happen;

**9.4.2** Tenderers shall not use any of the information contained in this Invitation to tender for any purpose other than for the purposes of submitting (or deciding whether to submit) the tender; and

**9.4.3** Tenderers shall not undertake any publicity activity within any section of the media.

**9.5** Tenderers may disclose, distribute or pass this Invitation to tender to their professional advisors, sub-contractors or to another person provided that:

**9.5.1** this is done for the sole purpose of enabling an Invitation to tender to be submitted and the person receiving the Information undertakes in writing to keep the Invitation to Tender confidential on the same terms as if that person were the Tenderer; or

**9.5.2** the Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of the Invitation to Tender; or

**9.5.3** the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract(s) which may arise from it; or

**9.5.4** the Tenderer is legally required to make such a disclosure.

**9.6** The Council may disclose detailed information relating to the Invitation to Tender to its officers, employees, agents, professional advisors or Governmental organisations and the Council may make any of the Contracts and procurement documents available for private inspection by its officers, employees, agents, professional advisors, contracting authorities or Governmental organisations.

## **9.7 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

## **10.0 Freedom of Information**

**10.1** Please note that from 1 January 2005 under the provisions of the Freedom of Information Act 2000, the public (included in this are private companies, journalists, etc.) have a general right of access to information held by public authorities. One of

the consequences of those new statutory responsibilities is that information about your organisation, which Shropshire Council may receive from you during this tendering process may be subject to disclosure, in response to a request, unless one of the various statutory exemptions applies.

- 10.2** In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the Act, Shropshire Council may consider it appropriate to ask you for your views as to the release of any information before we make a decision as to how to respond to a request. In dealing with requests for information under the Act, Shropshire Council has to comply with a strict timetable and it would therefore expect a timely response to any such consultation within five working days.
- 10.3** If, at any stage of this tendering process, you provide any information to Shropshire Council in the expectation that it will be held in confidence, then you must make it clear in your documentation as to the information to which you consider a duty of confidentiality applies. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate and a clear indication as to what material is to be considered confidential and why should be given.
- 10.4** Shropshire Council will not be able to accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 10.5** In certain circumstances where information has not been provided in confidence, Shropshire Council may still wish to consult with you as to the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party. However the decision as to what information will be disclosed will be reserved to Shropshire Council.

For guidance on this issue see: <http://www.ico.gov.uk>

## **11.0 Disqualification**

- 11.1** The Council reserves the right to reject or disqualify a Tenderer's Tender submission where:
  - 11.1.1** The tenderer fails to comply fully with the requirements of this Invitation to tender or is in breach of clause 15 of the Council's General Terms and Conditions relating to Bribery and Corruption or is guilty of a serious or intentional or reckless misrepresentation in supplying any information required; or
  - 11.1.2** The tenderer is guilty of serious or intentional or reckless misrepresentation in relation to its tender return and/or the procurement process.
  - 11.1.3** The tenderer directly or indirectly canvasses any member, official or agent of the Council concerning the award of the contract or who directly or indirectly obtains or attempts to obtain information from any such person concerning any other Tender or proposed Tender for the services. The Canvassing Certificate must be completed and returned as instructed.
  - 11.1.4** The Tenderer :
    - a) Fixes or adjusts the amount of his Tender by or in accordance with any agreement or arrangements with any other person; or

- b) Communicates to any person other than the Council the amount or approximate amount of his proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for preparation of the Tender for insurance purposes); or
- c) Enters into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted; or
- d) Offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any Tender or proposed Tender for the services any act or omission.

**11.2** Any disqualification will be without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract. The Non-Collusive Tendering Certificate must be completed and returned as instructed.

**11.3** The Council reserves the right to disqualify an Applicant from further participating in this procurement process where there is a change in the control or financial stability of the Tenderer at any point in the process up to award of a contract and such change of control or financial stability has a materially adverse effect on the Tenderer's financial viability or ability to otherwise meet the requirements of the procurement process.

## **12.0 E-Procurement**

As part of its procurement strategy Shropshire Council is committed to the use of technology that can improve the efficiency of procurement. Successful Tenderers may be required to send or receive documents electronically. This may include purchase orders, acknowledgements, invoices, payment advices, or other procurement documentation. These will normally be in the Council's standard formats, but may be varied under some circumstances so as not to disadvantage small and medium suppliers.

## **13.0 Award of Contract**

### **13.1 Award Criteria**

The Award Criteria has been set out within the Tender Response Document accompanying this invitation to tender. The Council is not bound to accept the lowest or any Tender.

### **13.2 Award Notice**

The Council will publish the name and addresses of the successful Tenderers where appropriate. The Contracting Authority reserves the right to pass all information regarding the outcome of the Tendering process to the Office of Fair Trading to assist in the discharge of its duties. Additionally, the Council will adhere to the requirements of the Freedom of Information Act 2000 and Tenderers should note this statutory obligation.

### **13.3 Transparency of Expenditure**

Further to its obligations regarding transparency of expenditure, the Council may also be required to publish information regarding tenders, contracts and expenditure to the general public, which could include the text of any such documentation, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act to be determined at the absolute discretion of the Council.

#### **14.0 Value of Contract**

Shropshire Council cannot give any guarantee in relation to the value of this contract.

#### **15.0 Acceptance**

**15.1** Tenders must be submitted strictly in accordance with the terms of the Council's Invitation to Tender documentation and acceptance of the tender shall be conditional on compliance with this Tender Condition.

**15.2** The Tender documentation including the Council's draft form of contract, the Tender Response document and these Instructions to Tender shall form the basis of the final binding agreement between the Contractor and the Council.

**15.3** The Tenderer shall be prepared to commence the services on the start date of the contract being **1<sup>st</sup> April 2025**.

#### **16.0 Payment Terms**

**Tenderers should particularly note** that the principles governing public procurement require that, as far as is reasonably possible, payments for Goods, Works or Services are made after the provision. Therefore any indication of a pricing strategy within a Tender which provides for substantial payments at the outset of the Contract will be examined carefully to decide whether or not a Tender in such form can be accepted. If in the opinion of the Council such substantial payments appear excessive in relation to the requirements of the Contract the Council reserves, without prejudice to any other right to reject any Tender it may have, the right to require the Tenderer to spread such proportion of the costs as are considered excessive over the duration of the Contract.

#### **17.0 Liability of Council**

**17.1** The Council does not bind himself to accept the lowest or any tender.

**17.2** The Council does not accept any responsibility for any pre-tender representations made by or on its behalf or for any other assumptions that Tenderers may have drawn or will draw from any pre-tender discussions.

**17.3** The Council shall not be liable to pay for any preparatory work or other work undertaken by the Tenderer for the purposes of, in connection with or incidental to this Invitation to Tender, or submission of its Tender response or any other communication between the Council and any other party as a consequence of the issue of this Invitation to Tender.

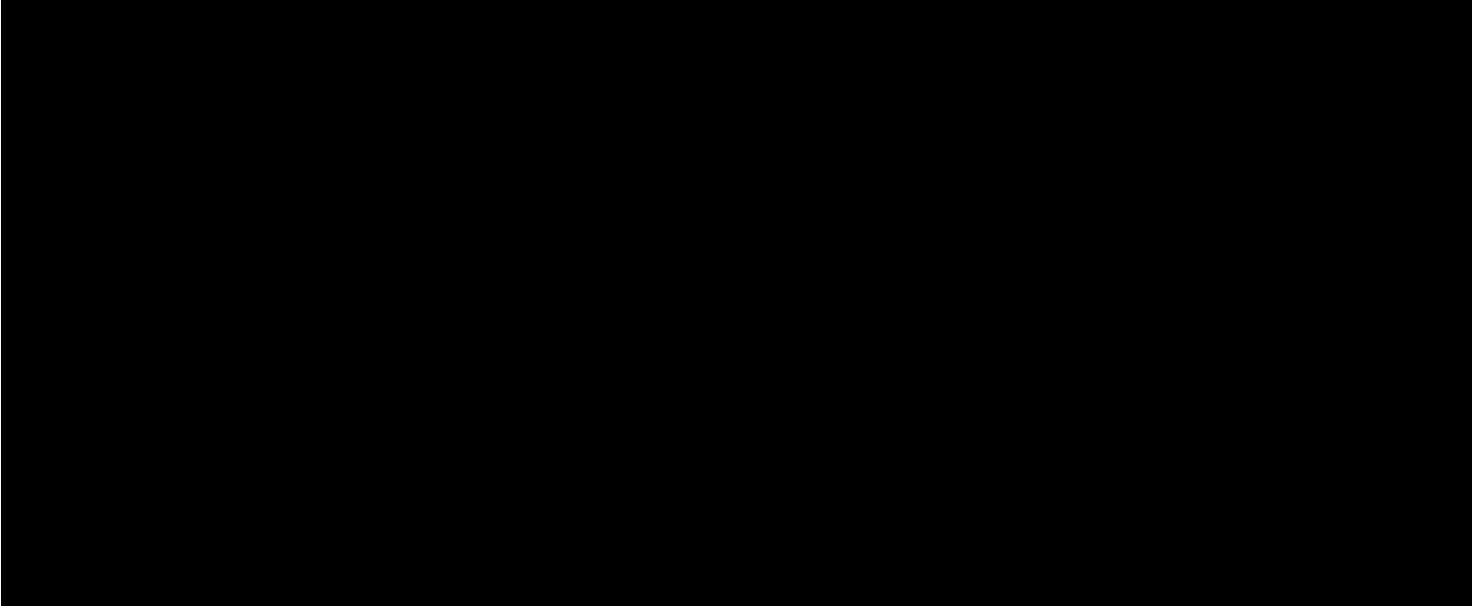
**17.4** The Council shall not be liable for any costs or expenses incurred by any Tenderer in connection with the preparation of a Tender return for this procurement exercise, its participation in this procurement whether this procurement is completed, abandoned or suspended.

**17.5** Whilst the Tender Documents have been prepared in good faith, they do not purport to be comprehensive nor to have been formally verified. Neither the Council nor any of its staff, agents, elected Members, or advisers accepts any liability or responsibility for the adequacy, accuracy or completeness of any information given, nor do they make any representation or given any warranty, express or implied, with respect to the Tender Documents or any matter on which either of these is based (including, without limitation, any financial details contained within the Specification and Contract Documentation). Any liability is hereby expressly disclaimed save in the event of fraud, or in the event of specific warranties provided within the Contract Documentation.

**18.0** The Contractor agrees that where requested in writing during the term of any Agreement for the supply Goods Works or Services it will ensure that an appropriately authorised representative of the Contractor shall attend a Committee meeting of the Council upon being invited to do so by the Council

**19.0** **Declaration**

We, as acknowledged by the signature of our authorised representative, accept that we have read and understood these Instructions to Tender and agree to be bound by them when submitting our tender response. We confirm that all the responses provided within our tender response are true and accurate and acknowledge and accept that, if successful in being appointed as the Contractor, our tender responses shall be included as part of the final binding agreement between the Contractor and the Council.

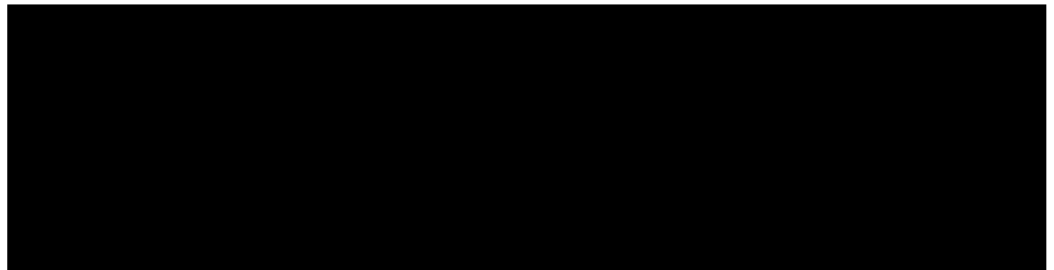




## **Tender Response Document**

### **RMCB 054 MAINTENANCE OF AIR CONDITIONING, REFRIGERATION, HEAT PUMPS, CHILLERS, AIR HANDLING UNITS & VENTILATING PLANT**

Name of TENDERING  
ORGANISATION  
(please insert)



## Shropshire Council Tender Response Document

### Contract Description/Specification:

The execution of the works undertaken by the Contractor under this Contract shall enable the Client to discharge their responsibilities under the F-Gas regulations and those of The Energy Performance of Buildings Directive (EPBD) in relation to the undertaking of TM44 inspections.

The Contractor shall act as the person in “Control” of the systems as defined DCLG Improving the Energy Efficiency of Our Buildings document, and as such, shall be responsible for facilitating the TM44 inspection process for all relevant properties / installations at an appropriate level as required by the regulations.

The Contract also consists of carrying out the planned preventative maintenance of air-conditioning, refrigeration and ventilating plant installed on Council controlled premises, to ensure that they are maintained in a safe condition so as to prevent risk of injury to any person or damage to any property, to ensure optimum system efficiency, and to extend the working system life.

The major components comprising the air-conditioning, refrigeration and ventilating systems to be maintained are: unitary water and air cooled AC units; packaged air to air, air to water and water to water AC and heat-pump units; AC and ventilating air handling units; packaged chillers; closed cooling towers; control panels; compressors; condensers; diffusers; dry coolers; evaporators; fans; filters; grilles; heat exchangers; heating & cooling coils; heat recovery ventilating units; humidifiers; motors; pumps; pipework systems; sensors; switching systems; terminal units; valves and water treatment units.

The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency callouts, spares and specified replacement parts.

The initial term of the Contract will run from 1st April 2025 to 31st March 2028. Following this period, the contract may be extended by an additional two years (until 31st March 2030), contingent on satisfactory performance during the initial term and mutual agreement on both terms and costs for the extension.

Prices submitted will cover the period from 1 April 2025 to 31 March 2026. Subsequently, the contractor may propose an annual cost adjustment to the tendered rates for the next 12-month period, capped at the Consumer Price Index (CPI) percentage change from January to December of the previous year as listed on the ONS website under the “CPI All Item: percentage change of 12 months data series.” This adjustment is subject to Council approval. Nonetheless, the Council retains the right to negotiate with the Contractor on any proposed rate increases if deemed unjustified.

## **Instructions for the completion of this document**

1. This document must be completed in its entirety with responses being given to all questions. If you are unsure of any section/question and require further clarification, please contact us via our Delta Tenderbox. You are recommended to keep a copy of all tender documents and supporting documents for your own records.
2. Tenderers must also complete and sign the four certificates in Sections A1 to A4. These must be signed.
  - a) Where the tenderer is an individual, by that individual.
  - b) Where the tenderer is a partnership, by two duly authorised partners.
  - c) Where the tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose.
3. All questions require specific responses from you relating to the organisation named in Section B Part 1 Question 1.1 (a). All information supplied must be accurate and up to date. The Council reserves the right to refuse to consider your application if the Tender Response Document is not fully completed or is found to be inaccurate.
4. Where copies of certificates and other details are requested, **a copy must** accompany your tender response.

## **Contents**

<b>Section</b>	<b>Description</b>	<b>Page</b>
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A2	Non-Canvassing Certificate	10
A3	Non-Collusive Tendering Certificate	11
A4	Declaration of Connection with Officers or Elected Members of the Council	12
<b>You must sign all 4 certificates in sections A1 to A4</b>		
B Part 1	Supplier Information– For information only	15
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B Part 2 Section 3	Grounds for Discretionary Exclusion	21
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## **Evaluation Criteria**

Tenders will be evaluated on the answers provided in this 'Tender Response Document'. The following criteria is made up of 'pass/fail' (selection criteria) questions and 'weighted marked' (award criteria) questions and shows how each section is to be marked.

### **Selection Criteria Pass/Fail Questions (Section B)**

This information will be provided for proof of compliance and will be judged on a pass or fail basis. Applicants must comply with these issues to demonstrate their proven competency, financial stability, resources and other arrangements. Questions marked 'For information only' will not be assessed; however, they must still be answered in full.

<b>Section / Question No.</b>	<b>Selection Criteria</b>
Section B Part 1	Supplier Information– For information only
Section B Part 2 Section 2	Grounds for <u>Mandatory</u> Exclusion
Section B Part 2 Section 3 - 8	Grounds for Discretionary Exclusion

In relation to discretionary exclusion grounds (section B part 3): -

Financial viability: Responses will be analysed and evaluated by the Authority's Audit sections and will include checks via an independent agency (currently Equifax).

If the financial analysis of the Applicant (please note financial information provided by consortium members will be evaluated to assess the Applicant consortium as a whole) gives cause for concern as to its ability to deliver the Contract, the Applicant will fail this section.

If the financial analysis of the Applicant does not give any cause for concern as to its ability to deliver the Contract – it shall be deemed to have passed the section.

Please note the Contracting Authority reserves the right to further check the Financial Stability and Capacity of an applicant prior to any award of contract in the manner set out above in order to ensure that they still pass that requirement.

For other Discretionary exclusion grounds: If in the opinion of the Contracting Authority the responses provided casts serious doubt on the Tenderer's ability to perform this contract, they may be excluded.

### **Award Criteria – Weighted Marked Questions**

Tenders will be evaluated on the answers provided in this Tender Response Document and judged against the criteria shown in the table below. The following award criteria is made up of, 'Price' 'Quality', and 'Social Value' and shows how each criterion is to be weighed against each other.

- Price - 200 marks
- Quality - 250 marks
- Social Value - 50 marks

<b>Section / Question No.</b>	<b>Award Criteria</b>	<b>Weighting / Max Marks Available</b>
<b>Price (200 marks)</b>		
Section C / Q1.1	Maintenance Rates	100 max marks
Section C / Q 1.2	Day Works Rates	100 max marks
<b>Total for price</b>		<b>200 max marks</b>
<b>Quality (250 marks)</b>		
Section C / Q 2.1	General Operation of contract and asset gathering	2.5 / 25 max marks
Section C / Q 2.2	Pandemic Response	1 / 10 max marks
Section C / Q 3.1	Service Report F Gas Leak Test Report TM44 Inspection Report	6 / 60 max marks
Section C / Q 3.2	Breakdown/Repair Report	3 / 30 max marks
Section C / Q 3.3	Quotation	1 / 10 max marks
Section C / Q 4.1	Appendix B-Staff Forms	1.5 / 15 max marks
Section C / Q 5.1	Risk Assessment	1 / 10 max marks
Section C / Q 6.1	Method Statement	1 / 10 max marks
Section C / Q 7.1	Accreditations	FIO
Section C / Q 8.1	Quality Assurance	1 / 10 max marks
Section C / Q 9.1	Allocated Resource	2 / 20 max marks
Section C / Q 11.1	Carbon Neutrality	5 / 50 max marks
<b>Total for quality</b>		<b>250 max marks</b>
<b>Social Value (50 marks)</b>		
Section C / Q 10.1	Social Value Fund contribution	50 max marks

## **Price Evaluation and scoring**

The pricing shall be marked as follows:

Section C Question 1.1 – Maintenance Rates: The maintenance and servicing costs populated into the Schedule 2 – Property Schedule shall be totalled to form a contract term basket cost. The most competitively priced tender will receive the maximum mark for price being 100. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

### Section C / Q 1.2 Day work Rates

This will be evaluated by the following:

20 separate calls outs which each take an additional 3 hours on site time to complete with £75 trade price worth of materials to which the declared percentage mark-up will be applied and the hire cost of £300 for Access/plant equipment to which the declared percentage mark-up will be.

8 of these calls will be during normal working hours.

4 of these calls will be 'outside normal hours (Monday – Friday).

4 of these calls will be on a Saturday.

2 of these calls will be on a Sunday.

2 of these calls will be on a bank holiday.

The most competitively priced tender will receive the maximum mark for question 1.2 being 100. Less competitive tenders will receive a % of the maximum mark that represents the difference in cost between that tender and the most competitively priced tender.

## Quality Questions/ Scoring Scheme

Questions within the quality sections shown above will be scored using the following scoring scheme. Each answer from the questions identified below will be given a mark between 0 and 10 with the following meanings:

Assessment	Mark	Interpretation
<b>Excellent</b>	<b>10</b>	<i>Exceeds the requirement. Exceptional demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>9</b>	
<b>Good</b>	<b>8</b>	<i>Satisfies the requirement with minor additional benefits Above average demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures. Response identifies factors that demonstrate added value, with evidence to support the response.</i>
	<b>7</b>	
<b>Acceptable</b>	<b>6</b>	<i>Satisfies the requirement. Demonstration by the Tenderer of how they will meet this requirement by their allocation of skills and understanding, resources and quality measures, with evidence to support the response.</i>
	<b>5</b>	
<b>Minor Reservations</b>	<b>4</b>	<i>Satisfies the requirement with minor reservations Some minor reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with limited evidence to support the response.</i>
	<b>3</b>	
<b>Serious Reservations</b>	<b>2</b>	<i>Satisfies the requirement with major reservations. Considerable reservations regarding how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>
	<b>1</b>	
<b>Unacceptable</b>	<b>0</b>	<i>Does not meet the requirement Does not comply and/or insufficient information provided to demonstrate how the Tenderer will meet this requirement by their allocation of skills and understanding, resources and quality measures, with little or no evidence to support the response.</i>

The use of odd numbers indicates an answer's allocated mark lies between definitions.

The tender receiving the highest initial mark for Quality Criteria overall will receive the full 200 marks available for Quality. Other tenders will receive a final mark that reflects the final % difference in the initial marks between those tenders and the tender receiving the highest initial mark for Quality overall.

## **Social Value Evaluation and Scoring**

We are requesting a cash contribution to a Social Value Fund which will be distributed according to the Council's priorities. The most competitive cash commitment will receive the maximum mark for Social Value Fund Contribution being 50. Less competitive tenders will receive a % of the maximum mark that represents the difference in cash commitment between that tender and the most competitive tender.

## **Bid-rigging dangers – be clear on competition rules**

Bid-Rigging is an illegal anti-competitive business practice where rivals discuss bids for a contract tender, it can involve:

- agreeing with your competitors how much you'll bid for a contract or share information about your bid
- taking turns to win contracts
- asking other businesses to bid when they do not want the contract (called 'cover bids')
- paying other businesses not to bid or when you win a tender
- agreeing with other businesses not to bid or to withdrawing your bid

We are alert to the signs of bid-rigging.

If you think you may have been involved in bid-rigging then it's better to be safe, not sorry and report it to the CMA first, as you may benefit from immunity from fines and prosecution if you report before others do. By reporting to the CMA, you can also avoid the risk of director disqualification. Always seek independent legal advice if you think you may have broken the law.

If you think you've witnessed others breaking the law, report it to the CMA in confidence, you may benefit from a financial reward.

**For more information on what cartels and anti-competitive business behaviours look like, and how best to report concerns, visit [Gov.uk/cheating-or-competing](https://www.gov.uk/cheating-or-competing)**

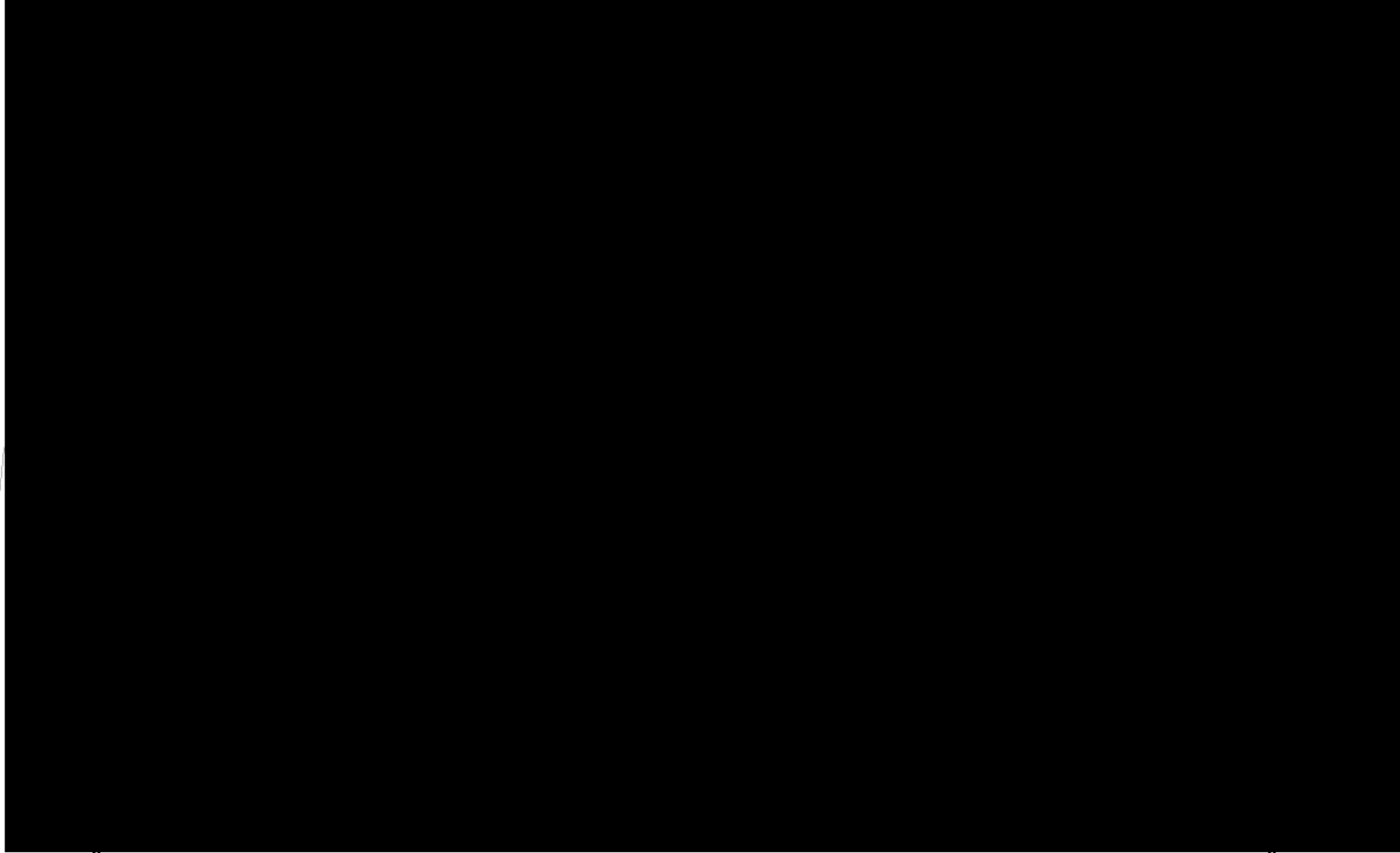
**Section A:**  
**1. Form of Tender**

Form of Tender

**Shropshire Council**

Tender for Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Air Handling Units & Ventilating Plant

We confirm that this, our tender, represents an offer to Shropshire Council that if accepted in whole, or in part, will create a binding contract for the provision of maintenance of air conditioning, refrigeration, heat pumps, air handling units & ventilating plant at the prices and terms agreed and subject to the terms of the invitation to tender documentation and the Terms and Conditions, copies of which we have received.



**Section A:**  
**2. Non – Canvassing Certificate**

Non-Canvassing Certificate

**To: Shropshire Council (hereinafter called “the Council”)**

I/We hereby certify that I/We have not canvassed or solicited any member officer or employee of the Council in connection with the award of this Tender of any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any member officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Services and that no person employed by me/us or acting on my/our behalf will do any such act.

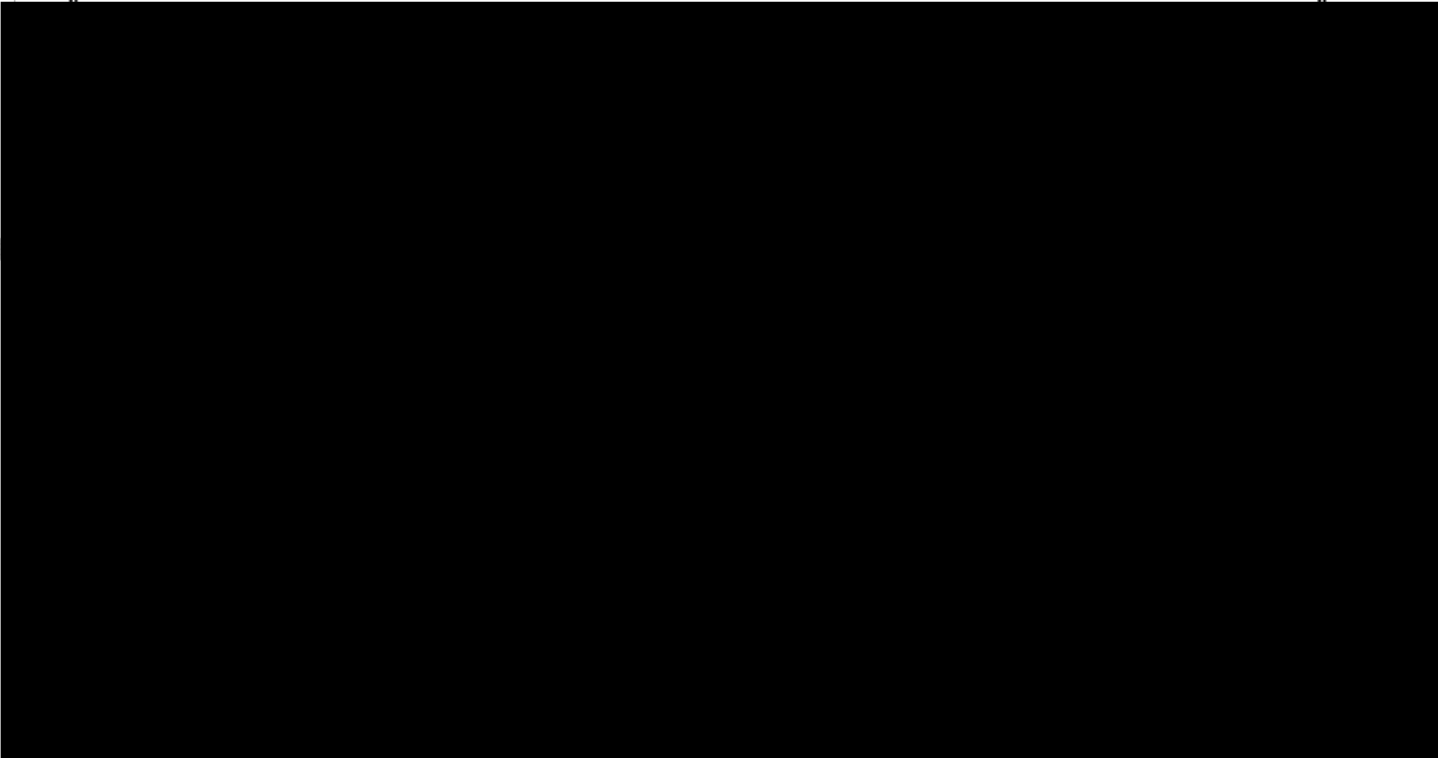
**To: Shropshire Council (hereinafter called “the Council”)**

The essence of selective tendering is that the Council shall receive bona fide competitive Tenders from all persons tendering. In recognition of this principle:

I/We certify that this is a bona fide Tender, intended to be competitive and that I/We have not fixed or adjusted the amount of the Tender, or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other person.

I/We also certify that I/We have not done and undertake that I/We will not do at any time any of the following acts: -

- (a) communicating to a person other than the Council the amount or approximate amount of my/our proposed Tender (other than in confidence, in order to obtain quotations necessary for the preparation of the Tender for insurance); or
- (b) entering into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted; or
- (c) offering or agreeing to pay or give or paying any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the Services any act or omission.





## Section A:

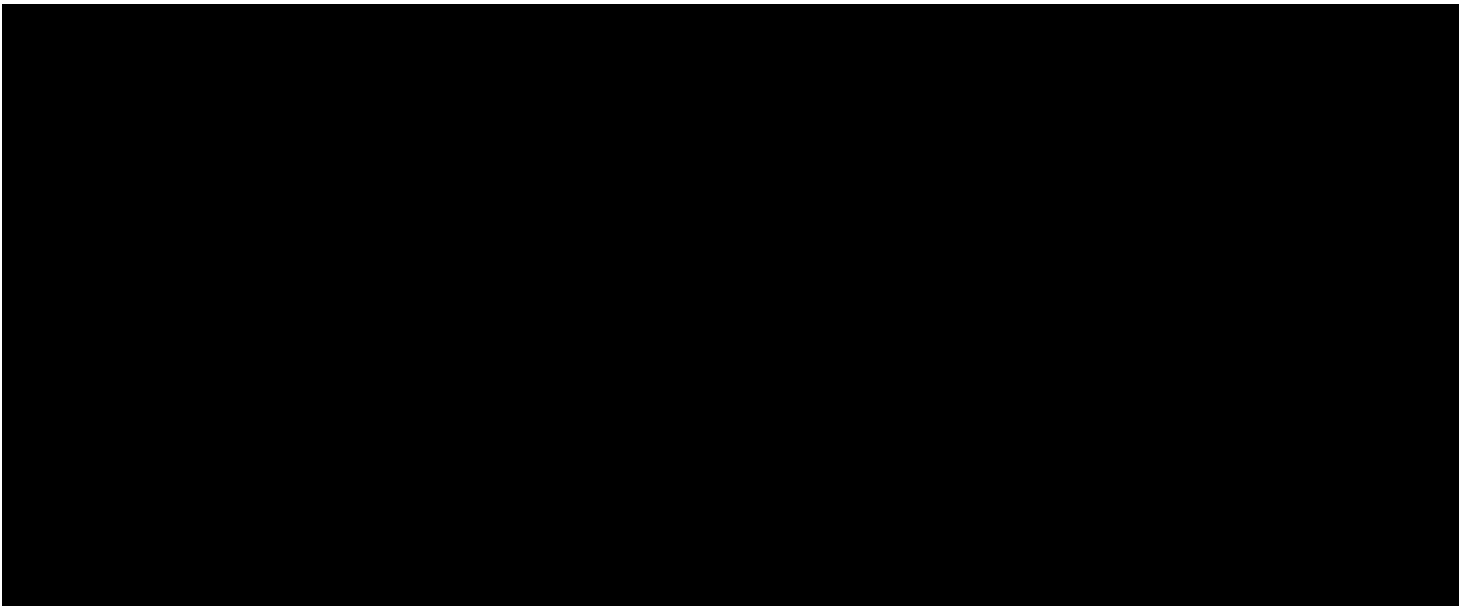
### 4. Declaration of Connection with Officers or Elected Members of the Council

Are you or any of your staff who will be affected by this invitation to tender related or connected in any way with any Shropshire Council Elected Councillor or Employee?



***Please note:***

*This information is collected to enable the Council to ensure that tenders are assessed without favouritism. Whether or not you have a connection with elected members or employees will have no bearing on the success of your tender, but your tender will not be considered unless this declaration has been completed.*



## SECTION B

### Standard Selection Questionnaire

#### Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion (there is an opportunity to explain the background and any measures, you have taken to rectify the situation (we call this self-cleaning).

For the list of exclusion please see

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion's grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

#### Supplier Selection Questions: Part 3

This document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

#### Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

#### Notes for completion

1. The "authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of subcontractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed part 1 and part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For part 1 and part 2 every member of your bidding group/consortium, and any subcontractor that is being relied on to meet the selection criteria, must complete and submit the self-declaration.
6. For the mandatory exclusion grounds only (Q2.1(a)), you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:
  7. members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board.
  8. the second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.
9. All subcontractors are required to complete their own part 1 and part 2<sup>1</sup>.
10. For answers to part 3 – If you are bidding on behalf of a group, for example, a consortium, or you intend to use subcontractors, you should complete all of the questions on behalf of the consortium and/ or any subcontractors, providing one composite response and declaration.
11. The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.
12. The Public Procurement Review Service allows government suppliers and potential government suppliers to raise concerns anonymously about unfair public sector procurement practice. The government can then investigate and resolve these concerns for contracting authorities as listed in [Schedule 1](#) of the Public Contracts Regulations 2015. To use the Public Procurement Review Service, [read the terms](#) and email [publicprocurementreview@cabinetoffice.gov.uk](mailto:publicprocurementreview@cabinetoffice.gov.uk) or phone 0345 010 3503.

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<sup>1</sup>See [PCR 2015 regulations 71 \(8\)-\(9\)](http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf) ([http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi\\_20150102\\_en.pdf](http://www.legislation.gov.uk/uksi/2015/102/pdfs/uksi_20150102_en.pdf))

**Part 1: Your information and the bidding model.**

You must answer all questions in sections 1, 2 and 3 below. If you are the supplier, you must answer all questions in part 3 as well.

Bidders must ensure that every organisation on which they will rely to meet the selection criteria completes and submits their own answers and declaration for part 1 and 2.

Questions		Response
1.1	Name (if, registered, please give the registered name).	
1.2	Registered address (if applicable) or head office address	
1.3	Registered website address (if applicable)	
1.4	Trading status a) public limited company b) private limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.5	Date of registration (if applicable) or date of formation	
1.6	Registration number (company, partnership, charity, etc. - if applicable)	
1.7	Registered VAT number	
1.8	Are you registered with the appropriate professional or trade register(s) specified for this procurement and as set out in the procurement documents in the country where your organisation is established?  If YES please provide the relevant details, including the name of the register and registration number(s) and, if evidence of registration is available electronically, please give the website address, issuing body and reference number.	
1.9	For procurements for <b>services only</b> , is it a legal requirement in the country where you are established for you to:  a) possess a particular authorisation, or b) be a member of a particular organisation, to provide the requirements specified in this procurement.  If YES please provide additional details of what is required and confirmation that you have complied with this and, if evidence of compliance is available electronically, please give the website address, issuing body and reference number.	

1.10	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <ul style="list-style-type: none"> <li>a) Voluntary Community Social Enterprise (VCSE)</li> <li>b) Sheltered Workshop</li> <li>c) Public service mutual</li> </ul>
1.11	<p>Are you a Small, Medium or Micro Enterprise (SME)<sup>11</sup>?</p>
1.12	<p>Details of Persons with Significant Control (PSC)<sup>12 13</sup>, where appropriate<sup>14</sup>:</p> <ul style="list-style-type: none"> <li>- Name</li> <li>- Date of birth</li> <li>- Nationality</li> <li>- Country, state or part of the UK where the PSC usually lives</li> <li>- Service address</li> <li>- The date he or she became a PSC in relation to the company.</li> <li>- Which conditions for being a PSC are met: <ul style="list-style-type: none"> <li>- Over 25% up to (and including) 50%</li> <li>- More than 50% and less than 75%</li> <li>- 75% or more</li> </ul> </li> </ul> <p>(Please enter N/A if not applicable)</p>
1.13	<p>Details of your immediate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of immediate parent company</li> <li>- Registered or head office address</li> <li>- Registration number (if applicable)</li> <li>- VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>
1.14	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> <li>- Full name of ultimate parent company</li> <li>- Registered or head office address</li> <li>- Registration number (if applicable)</li> <li>- Head office VAT number (if applicable)</li> </ul> <p>(Please enter N/A if not applicable)</p>
1.15	<p>Are you bidding as a single supplier or as part of a group or consortium?</p> <p>If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract), please tell us:</p> <ul style="list-style-type: none"> <li>a) The name of the group/consortium.</li> <li>b) The proposed structure of the group/consortium, including the legal structure where applicable.</li> <li>c) The name of the lead member in the group/consortium.</li> <li>d) Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).</li> <li>e) If you are the lead member in the group/consortium, whether you are relying on other consortium members to</li> </ul>

	<p>meet the selection criteria (i.e., are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for.</p>
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<sup>11</sup> See EC definition of SME [https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition\\_en](https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en)

<sup>12</sup> It is possible to decline to consider bids from Russian or Belarusian suppliers in certain circumstances. For suppliers who are constituted or organised under the law of Russia or Belarus or their 'Persons of Significant Control' information states Russia or Belarus as the place of residency, the supplier's bid can be discounted. See [PPN 01/22](#) for further guidance

<sup>13</sup> UK companies, Societates European (SEs) and limited liability partnerships (LLPs) are required to identify and record the people who own or control their company. Companies, SEs and LLPs are required to keep a PSC register and must file the PSC information with the central public register at Companies House. See [PSC guidance](#). Overseas bidders are required to provide equivalent information.

<p>1.16</p>	<p>If you are proposing to use subcontractors/a supply chain, please provide the following details for each subcontractor/supply chain member<sup>15</sup>.</p> <p>Name, registration number, registered or head office trading status:</p> <ul style="list-style-type: none"> <li>a) public limited company</li> <li>b) private limited company</li> <li>c) limited liability partnership</li> <li>d) other partnership</li> <li>e) sole trader</li> <li>f) third sector</li> <li>g) other (please specify your trading status)</li> </ul> <p>Registered VAT number SME?</p> <p>The role each subcontractor will take in providing the works and /or supplies e.g., key deliverables. The approximate % of contractual obligations assigned to each subcontractor Is the subcontractor being relied upon to meet the selection criteria (i.e., are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for?</p>
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<sup>14</sup> Only information that relates to the persons with powers of representation, decision or control within the meaning of Regulation 57(2) can be considered in relation to the mandatory exclusion grounds and other details are requested for information only.

<p>1.17</p>	<p>Please tell us which lot(s) you wish to bid for (where applicable).</p>
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<sup>15</sup> This applies to all supply chain members and/or subcontractors, where their identity is known at this stage, irrespective of whether you are relying on them to meet the selection criteria. Where a supply chain member and/or subcontractor has been identified in response to this question, any resulting subcontract entered into for that part of the works, services or supplies identified in response to that question will not be subject to the requirement for contracts to advertise the subcontracting opportunity, as set out in [PPN 01/18](#).

Part 2 Questions (Exclusion Grounds Questions)		
Grounds for mandatory exclusion		Response
2.1	<p>Within the past five years, anywhere in the world, have you or any person who</p> <ul style="list-style-type: none"> <li>is a member of the supplier's administrative, management or supervisory body; or</li> <li>has powers of representation, decision or control in the supplier<sup>16</sup></li> </ul> <p>been convicted of any of the offences within the summary below and listed in full in Annex D?  <a href="#">Annex D - Exclusion Grounds: Public Procurement (HTML) - GOV.UK (www.gov.uk)</a></p>	
2.2	Participation in a criminal organisation	
2.3	Corruption	
2.4	Terrorist offences or offences linked to terrorist activities	
2.5	Money laundering or terrorist financing	
2.6	Child labour and other forms of trafficking in human beings	
2.7	Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales or Northern Ireland.	
2.8	Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland.	
2.9	<p>If you have answered YES to any of the questions on mandatory exclusion grounds please provide further details, including.</p> <ul style="list-style-type: none"> <li>- date of conviction and the jurisdiction</li> <li>- which of the grounds listed the conviction was for</li> <li>- the reasons for conviction</li> <li>- the identity of who has been convicted</li> </ul>	
2.10	<p>If the relevant documentation is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>- the web address</li> <li>- issuing authority</li> <li>- precise reference of the documents</li> </ul>	
2.11	<p>If you have answered YES to any part of the questions on mandatory exclusion grounds, please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion (Self-cleaning)</p>	
2.12	<p><b>Operatives Disclosure and Baring Service - Certification</b>  All operatives working under this contract on the maintenance and breakdown of equipment must be in possession of a current</p>	

	<p>enhanced DBS certificate. Written confirmation of compliance with this must form part of the tender submission.</p> <p>If yes, please enclose details</p>
2.13	<p><b>Electrical works</b> Please confirm that all work carried out by you will comply with the current edition of BS7671 including all amendments</p> <p>(please provide evidence)</p>
2.14	<p><b>CHAS Accreditation</b> Do you currently have CHAS Accreditation, and external health and safety accreditation, (Contractors Health and Safety Assessment Scheme) OR and equivalent as mutually recognised under SSIP (Safety Schemes in Procurement)? Accepted certificates: - NHBC, EXOR, SAFE Contractor, SMAS Worksafe, Altius VA, Eurosafe UK, BSI OHSAS – 18001, Safe-T-Cert, FSG-Facilities Services Group &amp; CHAS Accreditation</p> <p>(please provide certificate)</p>
2.15	<p><b>TM44 Certification</b> Is your company accredited to issue TM44 Certificates (Inspection Certificate)?</p> <p>(please provide evidence)</p>
2.16	<p><b>F-Gas accreditation</b> Has your company and all servicing personnel achieved F Gas Regulation Accreditation?</p> <p>(please provide evidence)</p>
2.17	<p><b>Waste Carriers Licence</b> Please confirm that you have a waste carriers' licence</p> <p>(please provide evidence)</p>



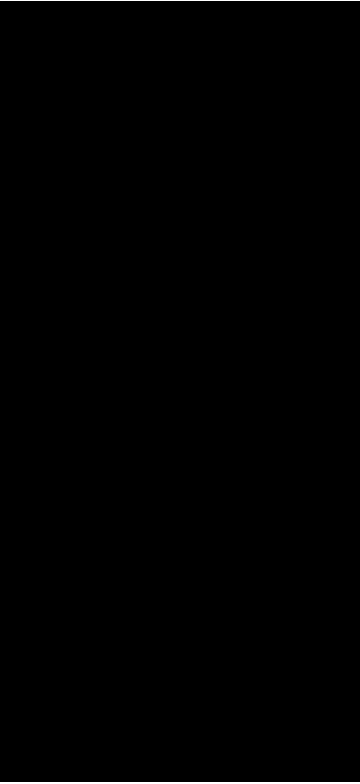
2.18	<p><b>Insurance</b></p> <p>Please confirm you have relevant insurance.</p> <ul style="list-style-type: none"> <li>- Employers (Compulsory) Liability Insurance = £5Million</li> <li>- Public Liability Insurance = £5Million</li> <li>- Professional Indemnity Insurance = £5Million</li> <li>- Product Liability Insurance = £5Million</li> </ul> <p>*There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a>.</p>
2.19	Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK.
2.20	<p>If documentation is available electronically, please provide-</p> <ul style="list-style-type: none"> <li>- the web address,</li> <li>- issuing authority,</li> <li>- precise reference of the documents.</li> </ul>
2.21	<p>If you have answered NO to this question, please provide further details including the following:</p> <ul style="list-style-type: none"> <li>- Country concerned</li> <li>- the amount concerned</li> <li>- how the breach was established, i.e., through a judicial or administrative decision or by other means</li> <li>- if the breach has been established through a judicial or administrative decision, please provide the date of the decision</li> <li>- if the breach has been established by other means please specify the means.</li> </ul>
2.22	Please also confirm whether you have paid or have entered into a binding arrangement with a view to paying the outstanding sum including, where applicable, any accrued interest and/or fines.
<p>Please Note: We reserve our right to use our discretion to exclude your bid where we can demonstrate by any appropriate means that you are in breach of your obligations relating to the payment of taxes or social security contributions</p>	

<sup>16</sup> Note that should be included in e-procurement systems for this question: For the mandatory exclusion grounds only, you must complete the declaration for all relevant persons and entities. There are two categories of persons and entities:

The first category is members of your administrative, management or supervisory board; secondly, entities and persons who have powers of representation, decision or control. You must decide, depending on the nature and structure of the entity or person who is bidding, which entities and persons this applies to in your particular circumstances. Clearly, members of your administrative, management or supervisory board should be easily identifiable and will cover company directors (or equivalent for other types of corporate entities) and members of an executive board. The second category of those with powers of representation, decision or control, is likely to be more complicated. As an illustration, entities or persons with 25% or more shareholding (or equivalent for other types of corporate entities) are likely to have powers or representation, decision or control, although those with a lower shareholding may still have the relevant powers depending on their particular rights. Similarly, your ultimate parent company (or equivalent for other types of corporate entities) is likely to have powers of representation, decision or control. Depending on your particular structure, intermediate parent companies who do not have a direct shareholding, directors or members of an executive board of your immediate parent company (for example in the case of an SPV set up specifically to bid for a particular contract), and holders of mortgages or liens may be covered. It isn't necessary to identify which entities and persons you think are covered but you must be satisfied that your declaration is made in respect of all of those that are covered.

Part 3 Questions (Exclusion Grounds Questions)		
Grounds for discretionary exclusion		Response
	<p>The detailed grounds for discretionary exclusion of an organisation are set out in Annex D and should be referred to before completing these questions.</p> <p><a href="http://www.gov.uk">Annex D - Exclusion Grounds: Public Procurement (HTML) - GOV.UK (www.gov.uk)</a></p>	
3.1	<p>Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full in Annex D applied to you?</p> <p><a href="http://www.gov.uk">Annex D - Exclusion Grounds: Public Procurement (HTML) - GOV.UK (www.gov.uk)</a></p>	
3.2	<p>Breach of environmental law obligations?</p> <p>To note that environmental law obligations include Health and Safety obligations. See Annex D.</p> <p><a href="http://www.gov.uk">Annex D - Exclusion Grounds: Public Procurement (HTML) - GOV.UK (www.gov.uk)</a></p>	
3.3	Breach of social law obligations?	
3.4	Breach of labour law obligations?	
3.5	Bankruptcy or subject of insolvency?	
3.6	Guilty of grave professional misconduct?	
3.7	Distortion of competition?	
3.8	Conflict of interest?	
3.9	Been involved in the preparation of the procurement procedure?	
3.10	Prior performance issues?	
3.11	<p>Do any of the following statements apply to you?</p> <ul style="list-style-type: none"> <li>• You have been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria?</li> <li>• You have withheld such information.</li> <li>• You are not able, without delay, to submit supporting documents if/when required.</li> <li>• You have undertaken to unduly influence the decision-making</li> </ul>	

	<p>process of the contracting authority to obtain confidential information that may confer upon your undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decision concerning exclusion, selection or award.</p>
3.12	<p>You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.</p> <p>If you are a relevant commercial organisation, please confirm:</p> <ul style="list-style-type: none"> <li>• you have published a statement as required by Section 54 of the Modern Slavery Act</li> <li>• that the statement complies with the requirements of Section 54</li> </ul>
3.13	<p>If you have answered <b>YES</b> to any of the questions relating to ground for discretionary exclusion (or <b>NO</b> to any of the Modern Slavery Act questions), please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion? (Self-cleaning).</p>



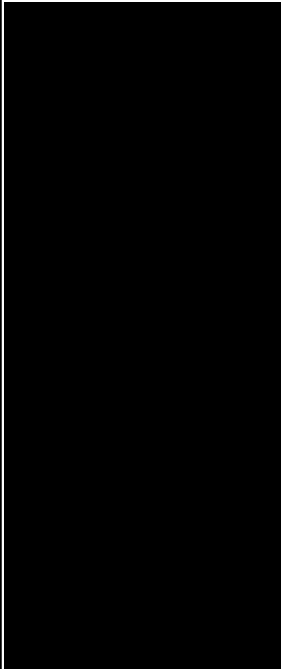
<b>Part 3 Questions (Selection Criteria Questions)</b>	
	<b>Economic and Financial Standing</b>
3.14	If documentary evidence of economic and financial standing is available electronically (e.g., financial statements filed with Companies House), please provide: <ul style="list-style-type: none"> <li>- the web address</li> <li>- issuing authority</li> </ul> precise reference of the documents.
3.15	If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law).
3.16	Also please provide for any other person or entity on whom you are relying on to meet the selection criteria relating to economic and financial standing a copy of their detailed accounts for the last two years (audited if required by law).
3.17	If you cannot provide an electronic link to your audited accounts, and cannot provide a copy, please provide any of the following alternatives: <p>(a) A statement of your annual turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position.</p> <p>(b) Alternative information to evidence economic and financial standing if any of the above are not available (e.g., forecast financial statements and a statement of funding provided by the owners and/o the bank, charity accruals accounts or an alternative means of demonstrating financial status).</p>
3.18	Where we have specified a minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria for this procurement, please 'self-certify' that you meet the requirements set out in the procurement documents.
3.19	Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required.
	<b>Technical and Professional Ability</b>
3.20	Relevant experience and contract examples. Please provide details of up to three contracts to meet the technical and professional ability criteria set out in the procurement documents, in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. For consortium bids, or where you have indicated that you are relying on a particular member or a subcontractor in order to meet the

technical and professional ability, you should provide relevant examples of where the consortium/particular member/subcontractors have delivered similar requirements. If this is not possible (e.g., the consortium is newly formed, or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract. For each contract, please provide the following information:

- Name of customer organisation who signed the contract.
- Name of supplier who signed the contract.
- Point of contact of the customer.
- Position in the customer's organisation.
- E-mail address.
- Description of contract.
- Contract Start date.
- Contract completion date.
- Estimated contract value.

If you cannot provide at least one example of previous contracts that are relevant to our requirement, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract.

Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s). The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes).



3.21

**Insurance**

Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:

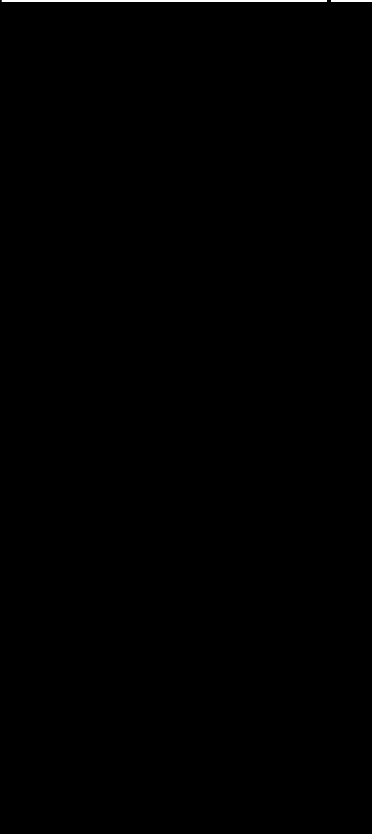
Employer's (Compulsory) Liability Insurance = £5Million

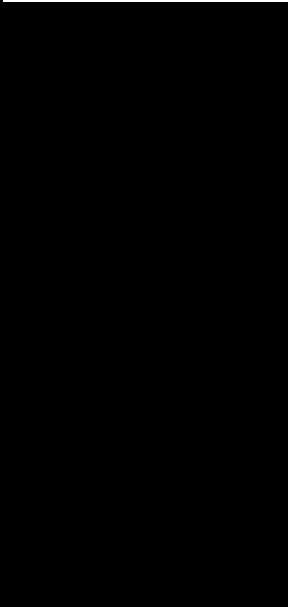
Public Liability Insurance = £5 Million

Professional Indemnity Insurance = £5 Million

Product Liability Insurance = £5 Million

\*There is a legal requirement for certain employers to hold Employer's



	<p>(Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: <a href="http://www.hse.gov.uk/pubns/hse39.pdf">http://www.hse.gov.uk/pubns/hse39.pdf</a>.</p>	
3.22	<p><b>Data Protection</b></p> <p>Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.</p> <p>Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:</p> <ul style="list-style-type: none"> <li>● to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services.</li> <li>● to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data.</li> <li>● to ensure that any consent-based processing meets standards of active, informed consent, and that such consents are recorded and auditable.</li> <li>● to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place).</li> <li>● to maintain records of personal data processing activities; and</li> <li>● to regularly test, assess and evaluate the effectiveness of the above measures.</li> </ul>	

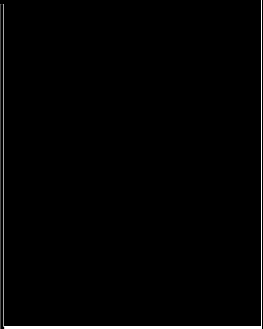
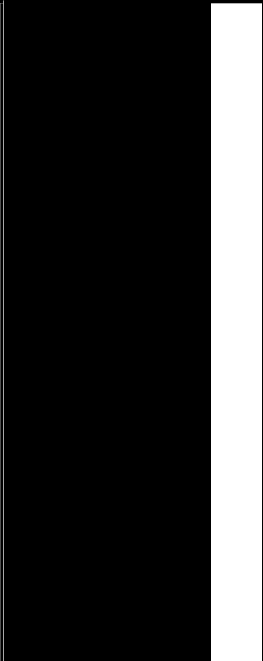
<sup>17</sup> This should include all situations where payments are due; not all payments involve an invoice ([see PPN 10/23 Guidance Document](#)). You should explain this in the tender documents.

<sup>18</sup> Central Government Departments, Executive Agencies and Non-Departmental Public Bodies

<sup>19</sup> 'Supply chain' means suppliers or subcontractors of any Tier that execute any works, supply any products or provide any services that are used wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the contract.

<sup>20</sup> You should explain in the tender documents what a reporting period is by referring to the [DBT Guidance](#)

<sup>21</sup> Applies to all Central Government Departments, Executive Agencies and Non-Departmental Public Bodies when conducting procurements covered by Part 2 of the Public Contracts Regulations 2015, the Utilities Contracts Regulations 2016, the Defence and Security Public Contracts Regulations 2011, and the Concessions Contracts Regulations 2016, where steel is being procured directly or indirectly.

3.23	<p><b><u>- Taking Account Of Suppliers' Past Performance</u></b></p> <p>On request, can you supply a list of your relevant principal contracts for supplies and/or services provided in the last three years?</p> <p>On request can you provide a past performance certificate from those customers on the list?</p> <p>If you cannot obtain a certificate from a customer, can you explain the reasons why?</p> <p>If the certificate states that supplies and/or services supplied were not satisfactory, are you able to supply information which shows why this will not recur in this contract if you are awarded it?</p>	
3.24	<p><b><u>Tackling Modern Slavery in Supply Chains</u></b></p> <p>If you are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, and if your latest statement is available electronically, please provide:</p> <ul style="list-style-type: none"> <li>● the web address,</li> <li>● precise reference of the documents.</li> </ul> <p>If your latest statement is not available electronically, please provide a copy.</p> <p>If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), please provide the above information in relation to any published statements on modern slavery or other relevant documents containing information of a similar type/level.</p> <p>Any modern slavery statement or other statement or document should contain at least the following information:</p> <ol style="list-style-type: none"> <li>a. the organisation's structure, its business and its supply chains.</li> <li>b. its policies in relation to slavery and human trafficking.</li> <li>c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains.</li> <li>d. the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk.</li> <li>e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate.</li> <li>f. the training and capacity building about slavery and human trafficking available to its staff; or If all of this information is not included in your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award.</li> </ol>	

3.25	<p><b>Safeguarding of adults and children</b></p> <p>Why do we need to know this?  The safeguarding duties placed on public authorities require the Council and its partners to work to the following guidance:  “Working together to Safeguard Children: A guide to inter-agency working to safeguard and promote the welfare of children (March 2015)”  <a href="http://www.safeguardingshropshireschildren.org.uk/scb/">http://www.safeguardingshropshireschildren.org.uk/scb/</a></p> <p>“West Midlands Adult Safeguarding Policy &amp; Procedures”  <a href="https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf">https://www.shropshire.gov.uk/media/1462593/wm-adult-safeguarding-policy-and-procedures-working-draft.pdf</a></p> <p>We need to ensure all companies that work with Shropshire Council are clear about our safeguarding expectations and are committed to meet our expectations.  The Council also needs to ensure that your organisation has a good record for safeguarding children and adults</p> <p>For information: our requests for references will include a question relating to your organisation’s record for safeguarding.</p>	
3.26	<p>Do you have a Safeguarding Policy or statement for safeguarding children?</p> <p>Do you have a Safeguarding Policy or statement for safeguarding adults?</p>	
3.27	<p>As a contractor providing a public service on behalf of a Shropshire Council, we expect that you will be familiar and committed to the local safeguarding procedures as prescribed by Shropshire’s Safeguarding Children Board (SSCB) and <a href="http://www.safeguardingshropshireschildren.org.uk/scb/index.html">http://www.safeguardingshropshireschildren.org.uk/scb/index.html</a>  Shropshire Council’s approach to adult protection <a href="http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760">http://www.shropshire.gov.uk/adultcarer.nsf/open/F54E8A80CF1343BC80257AAF0058F760</a></p>	



**DECLARATION**

I declare that to the best of my knowledge the answers submitted, and information contained in this complete document are correct and accurate, including parts 1, 2 and part 3.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document except where this documentation can be accessed by the contracting authority via a national database in any country free of charge or the contracting authority already possesses the documentation.

I understand that the information will be used in the selection process to assess my suitability to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Contact details of those making the declaration







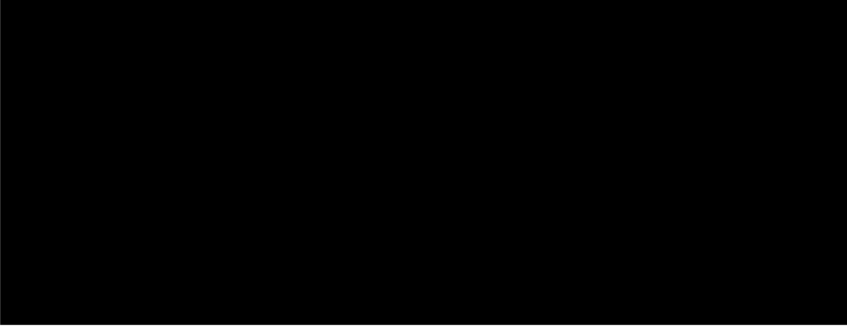












Shropshire Council  
Shirehall  
Abbey Foregate  
Shrewsbury  
Shropshire SY2 6ND

Date: 22nd January 2025  
My Ref: RMCB 054  
Your Ref: RMCB 054

Dear Bidder

**RMCB 054 - MAINTENANCE OF AIR CONDITIONING, REFRIGERATION, HEAT PUMPS, CHILLERS, AIR HANDLING UNITS AND VENTILATING PLANT**

**SUBJECT TO CONTRACT**

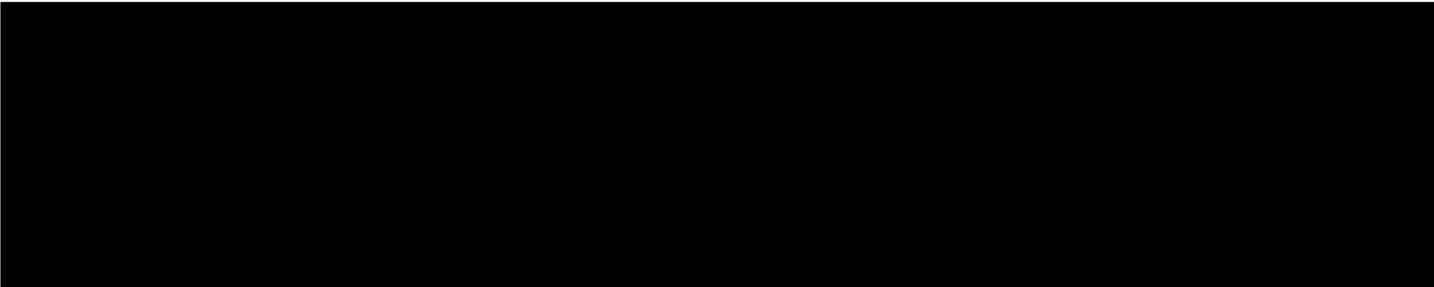
This is an Award Decision Notice.

We are pleased to inform you that, following the evaluation process, Shropshire Council proposes to accept your offer in relation to the above Contract.

A mandatory standstill period is now in force; this period will end at midnight on 2<sup>nd</sup> February 2025 Shropshire Council will not enter the proposed contract before this date.

This letter is not, at this stage, a communication of Shropshire Council's formal acceptance of your bid.

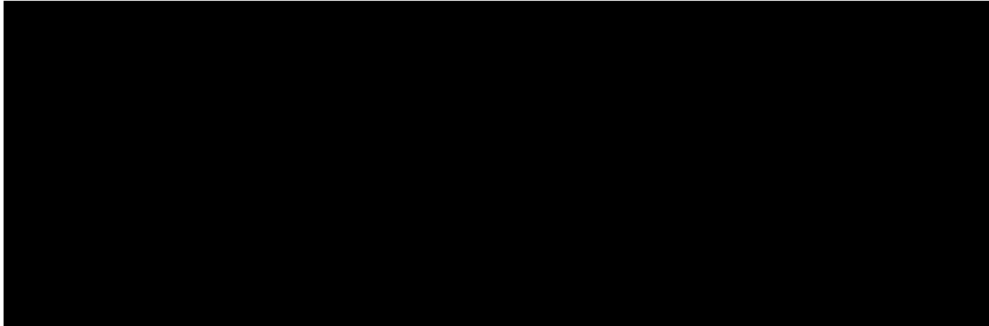
This award notification is subject to the executing of the contract document and you now providing copies of your relevant insurance certificates together with confirmation from your insurance brokers that:-



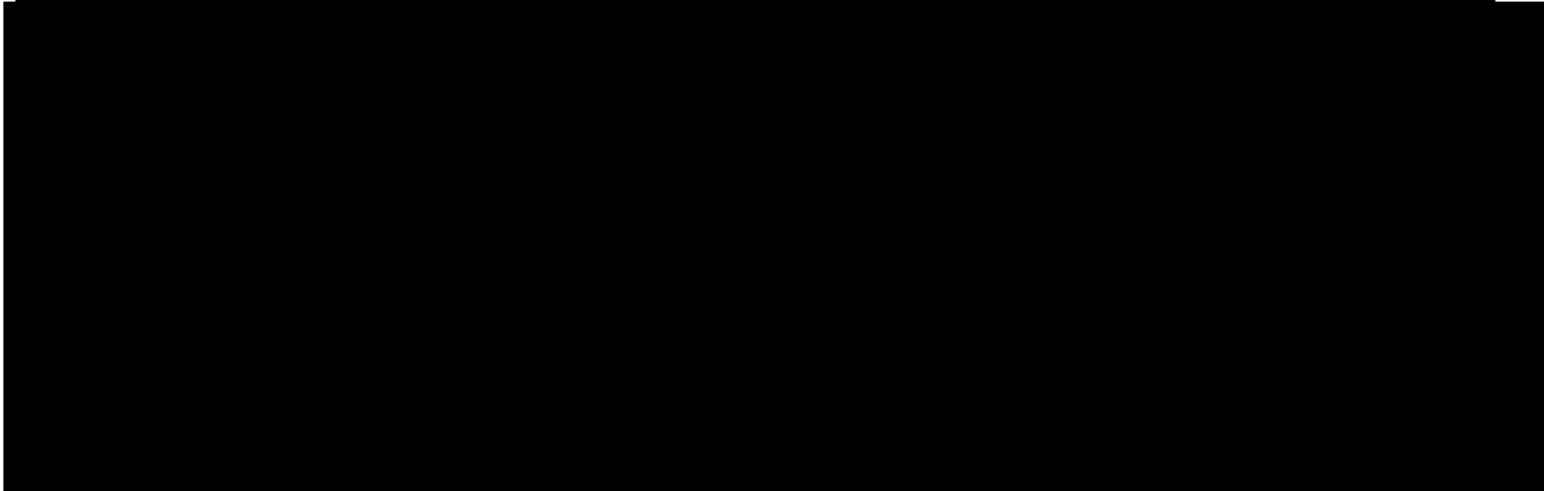
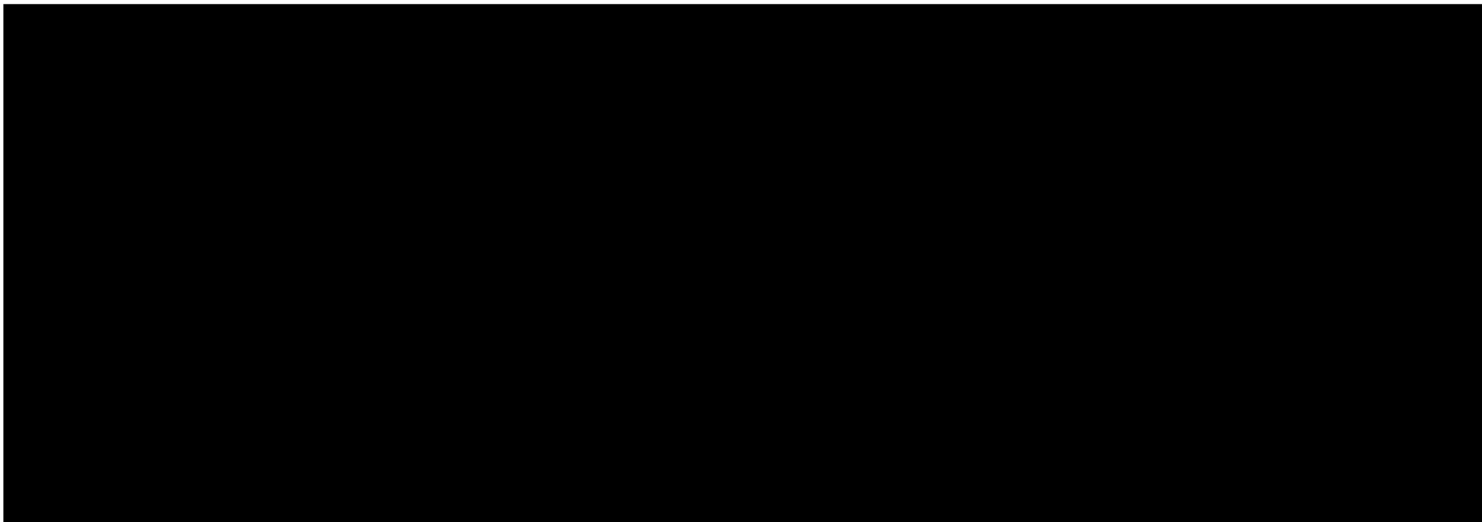
The award criteria for this contract were set out in full in Invitation to Tender with price accounting for 40% of the total marks, quality accounting for 50% of the total marks and social value accounting for 10% of the total marks.

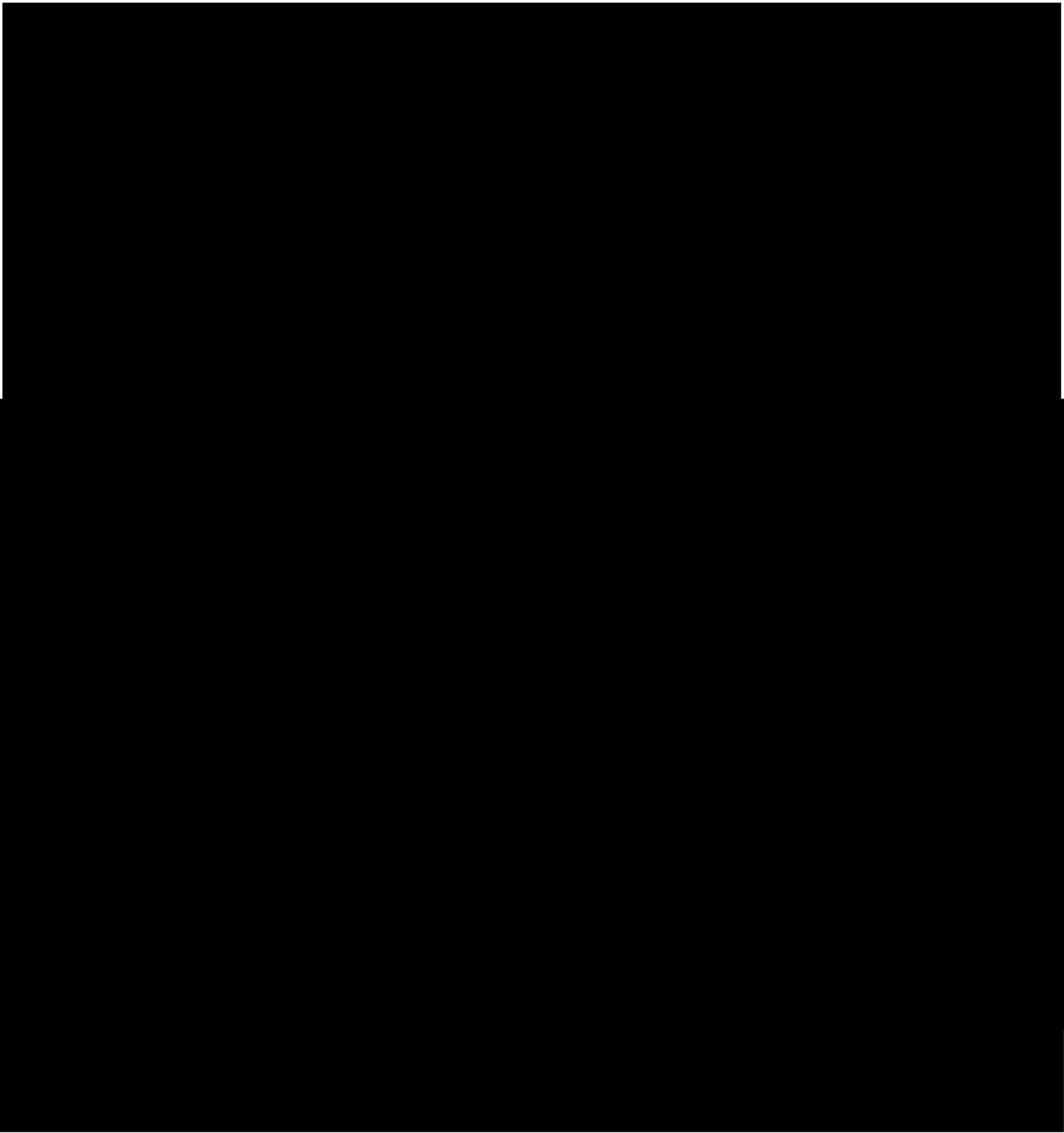


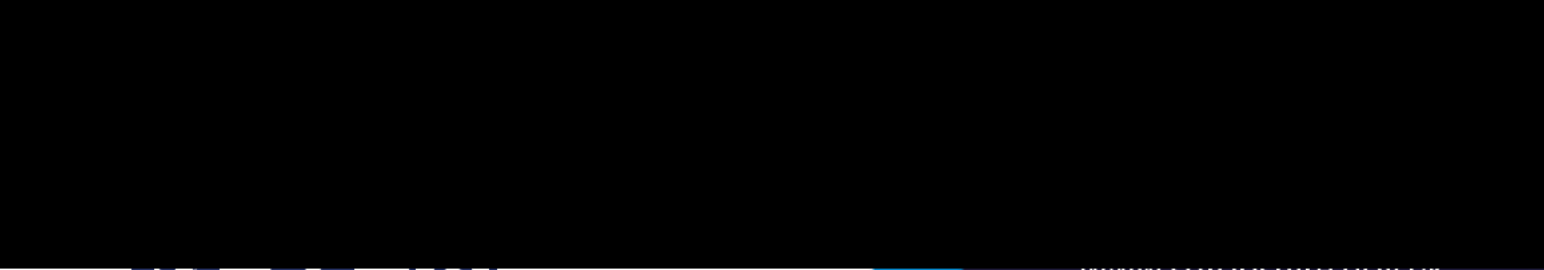
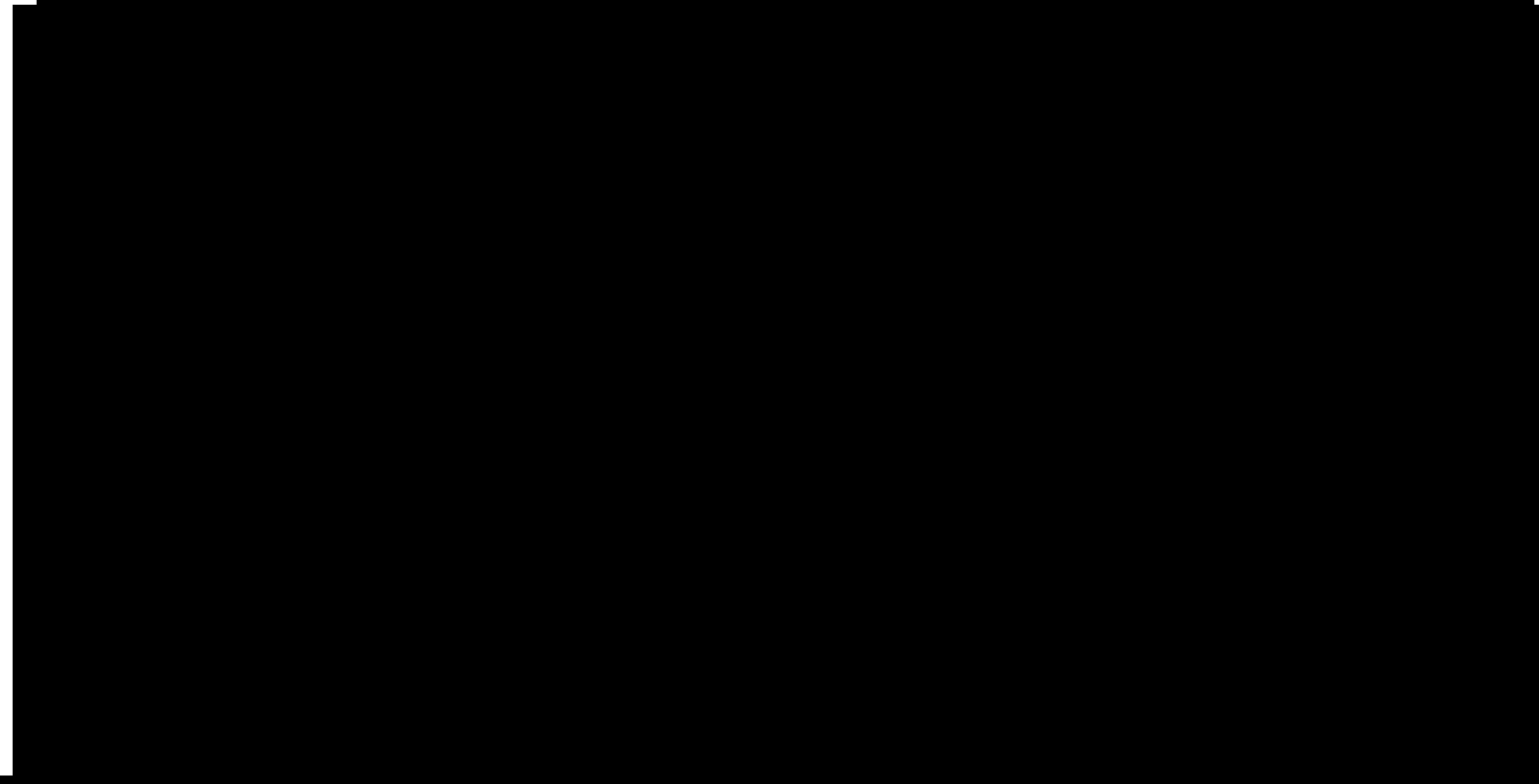
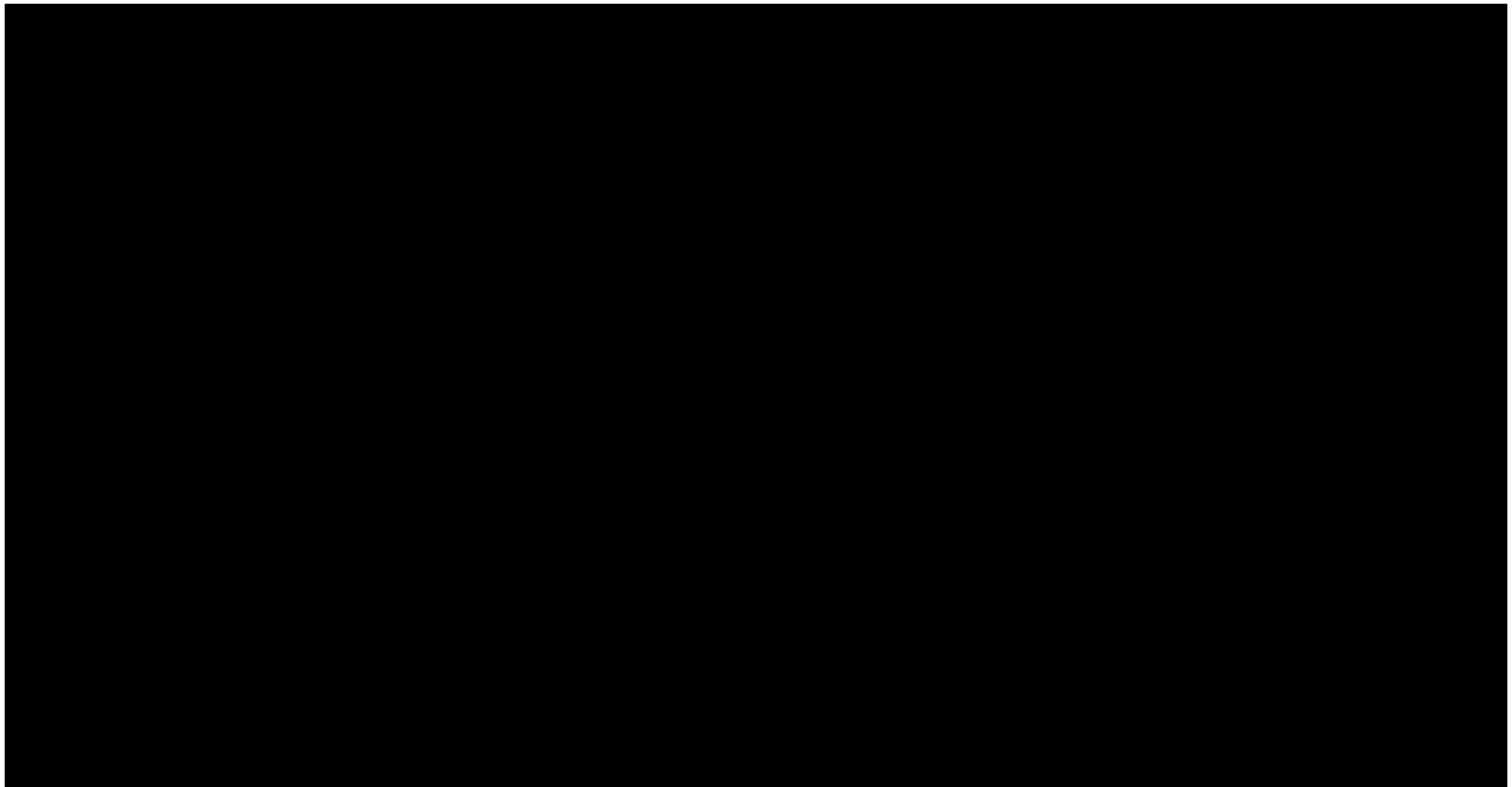
We can confirm that your tender received the following scores and ranking:-

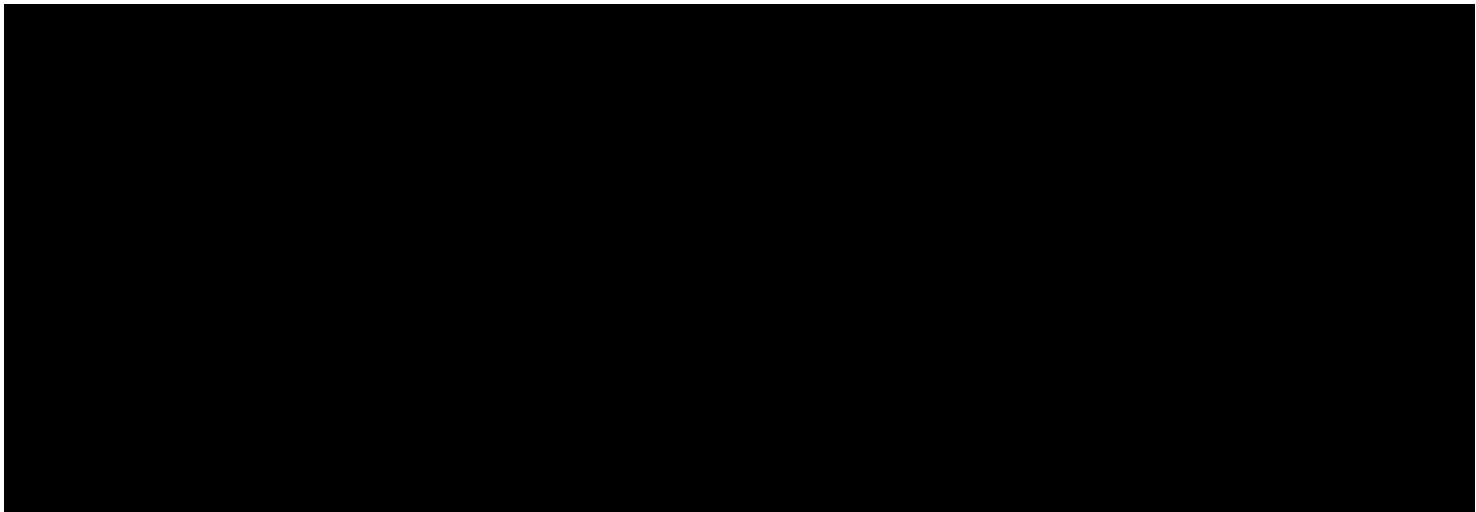


For your further information we would confirm that your quality submission was scored against the published scoring scheme and the stated award criteria and received the marks as set out on the table below. We have also included some commentary to the marks:









UK-Shrewsbury: Miscellaneous repair and maintenance services.

## Section I: Contracting Authority

### I.1) Name, Addresses and Contact Point(s):

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Contact: Procurement

Main Address: [www.shropshire.gov.uk](http://www.shropshire.gov.uk)

NUTS Code: UKG22

### I.2) Joint procurement:

The contract involves joint procurement: No

In the case of joint procurement involving different countries, state applicable national procurement law: Not Provided

The contract is awarded by a central purchasing body: No

### I.4) Type of the contracting authority:

Regional or local authority

### I.5) Main activity:

General public services

## Section II: Object Of The Contract

### II.1) Scope of the procurement

II.1.1) Title: RMCB 054 - Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Air Handling Units and Ventilating Plant

Reference number: RMCB 054

### II.1.2) Main CPV code:

50800000 - Miscellaneous repair and maintenance services.

### II.1.3) Type of contract: SERVICES

II.1.4) Short description: This is an award notice for the Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Air Handling Units and Ventilating Plant. The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency callouts, spares and specified replacement parts.

The initial term of the Contract will run from 1st April 2025 to 31st March 2028. Following this period, the contract may be extended by an additional two years (until 31st March 2030), contingent on satisfactory performance during the initial term and mutual agreement on both terms and costs for the extension.

### II.1.6) Information about lots

This contract is divided into lots: No

II.1.7) Total value of the procurement (excluding VAT)

Value: 372,000

Currency: GBP

## II.2) Description

II.2.2) Additional CPV code(s):

Not Provided

II.2.3) Place of performance

Nuts code:

UKG22 - Shropshire CC

Main site or place of performance:

Shropshire CC

II.2.4) Description of the procurement: This is an award notice for the Maintenance of Air Conditioning, Refrigeration, Heat Pumps, Air Handling Units and Ventilating Plant. The maintenance contract shall be in the format of mobile periodic maintenance, including consumables, specialist labour plus emergency callouts, spares and specified replacement parts.

The initial term of the Contract will run from 1st April 2025 to 31st March 2028. Following this period, the contract may be extended by an additional two years (until 31st March 2030), contingent on satisfactory performance during the initial term and mutual agreement on both terms and costs for the extension.

II.2.5) Award criteria:

Quality criterion - Name: Quality / Weighting: 50

Quality criterion - Name: Social Value / Weighting: 10

Cost criterion - Name: Price / Weighting: 40

II.2.11) Information about options

Options: No

II.2.13) Information about European Union funds

The procurement is related to a project and/or programme financed by European Union funds: No

II.2.14) Additional information: Not Provided

## Section IV: Procedure

#### IV.1) Description

IV.1.1) Type of procedure: Open

IV.1.3) Information about a framework agreement or a dynamic purchasing system

The procurement involves the establishment of a framework agreement: No

IV.1.6) Information about electronic auction

An electronic auction has been used: No

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: No

#### IV.2) Administrative information

IV.2.1) Previous publication concerning this procedure

Notice number in the OJEU: 2024/S 000-039113

IV.2.9) Information about termination of call for competition in the form of a prior information notice

The contracting authority will not award any further contracts based on the above prior information notice: No

#### Section V: Award of contract

##### Award Of Contract (No.1)

Contract No: Not Provided

Lot Number: Not Provided

Title: Not Provided

A contract/lot is awarded: Yes

#### V.2) Award of contract

V.2.1) Date of conclusion of the contract: 04/02/2025

V.2.2) Information about tenders

Number of tenders received: 5

Number of tenders received from SMEs: 5 (SME - as defined in Commission Recommendation 2003/361/EC)

Number of tenders received from tenderers from other EU Member States: 0

Number of tenders received from tenderers from non-EU Member States: 0

Number of tenders received by electronic means: 5

V.2.3) Name and address of the contractor



The contract has been awarded to a group of economic operators: No

V.2.5) Information about subcontracting

The contract is likely to be subcontracted: No

Section VI: Complementary information

VI.3) Additional information: The contracting authority considers that this contract may be suitable for economic operators that are small or medium enterprises (SMEs). However, any selection of tenderers will be based solely on the criteria set out for the procurement. Shropshire Council is purchasing on behalf of itself and any wholly owned local authority company or other entity that is deemed to be a contracting authority by virtue of the Council's involvement.

To view this notice, please click here:

<https://www.delta-esourcing.com/delta/viewNotice.html?noticeId=915221110>

VI.4) Procedures for review

VI.4.1) Review body

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

Precise information on deadline(s) for review procedures: Not Provided

VI.4.4) Service from which information about the review procedure may be obtained

Shropshire Council

Shirehall, Abbey Foregate, Shrewsbury, SY2 6ND, United Kingdom

VI.5) Date of dispatch of this notice: 20/02/2025